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11 Attorneys for Plaintiff and Counter-Defendant Jinju Zhang

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**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JINJU ZHANG, an individual;

Plaintiff,  
vs.

BENLIN YUAN, an individual; HONG LIN, an individual; CAMIWELL, INC., a California corporation; CAMIWELL, INC. (CANADA), a Canadian corporation; BEIJING ASIACOM INFORMATION TECHNOLOGY CO., LTD., a Chinese corporation; ASIACOM AMERICAS, INC., a Virginia corporation; BANK OF AMERICA CORPORATION, a National Association; and DOES 1 to 20, inclusive,

Defendants.

Case No.: 3:23-cv-05818-CRB

**DECLARATION OF DENNIS CHIN IN SUPPORT OF PLAINTIFF'S OPPOSITION TO CAMIWELL CANADA'S MOTION TO DISMISS FIRST AMENDED COMPLAINT**

Date: August 15, 2024

Time: 10:00 a.m.

Judge: Hon. Vince Chhabria

Courtroom: 4 – 17<sup>th</sup> Floor

AND RELATED CROSS-ACTIONS

DECLARATION OF DENNIS CHIN IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO CAMIWELL CANADA'S MOTION TO DISMISS FIRST AMENDED COMPLAINT

1 I, Dennis Chin, declare:

2 1. I am an attorney at law, duly licensed to practice and practicing in the State of California.  
3 2. I am a Litigation Attorney at SAC Attorneys LLP, counsel for Plaintiff and Counter-Defendant  
4 herein.

5 3. I have personal knowledge of the matters contained in this declaration and, if called upon, could  
6 and would competently testify thereto.

7 4. I make this declaration in support of Plaintiff's opposition to the motion to dismiss first amended  
8 complaint filed by Defendant CAMIWELL CANADA.

9 5. Appended as **Exhibit 1** hereto are true and correct copies of fake invoices for consulting services  
10 that were never rendered from Camiwell Canada to Camiwell U.S.

11 6. Appended as **Exhibit 2** hereto are true and correct copies of invoices from Camiwell Canada to  
12 Beijing Asiacom that were produced in Summer 2023.

13 7. Appended as **Exhibit A** hereto is a proposed Verified Second Amended Derivative Complaint.

14 8. Appended as **Exhibit B** hereto is a redline version of the proposed Second Amended Derivative  
15 Complaint.

16  
17 I declare under penalty of perjury that the foregoing is true and correct, and that this declaration  
18 was executed on July 25, 2024, at San Jose, California.

19  
20 /s/ Dennis Chin \_\_\_\_\_  
21 Dennis Chin  
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DECLARATION OF DENNIS CHIN IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO CAMIWELL CANADA'S MOTION TO DISMISS FIRST AMENDED COMPLAINT

**E X H I B I T   1**

**CAMiWell Inc.**

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
 Mississauga, ON L5M 5S1, Canada  
 Phone: +1(416)640-8325

**INVOICE**

DATE: 2018-09-17  
 INVOICE #: CI\_2018\_118

**Bill To:**  
**CAMIWell Inc. (USA)**

**For:**  
 Ali /Didi US IDC Field Maintenance/Cabling Service Consulting

4633 Old Ironsides Drive, Suite 290,  
 Santa Clara, CA 95054  
 Phone: +1(408)212-0678

Currency: US\$

| SALES/SERVICE DESCRIPTION                            | AMOUNT              |
|--|---------------------|
| Ali/Didi US IDC Field Maintenance Service Consulting | \$150,000.00        |
| Ali US IDC Cabling Service Consulting                | \$45,000.00         |
| Subtotal )   | \$195,000.00        |
| Tax  | \$0.00              |
| <b>TOTAL</b>   | <b>\$195,000.00</b> |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature: 

**THANK YOU FOR YOUR BUSINESS!**

**CAMIWell Inc.**

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
 Mississauga, ON L5M 5S1, Canada  
 Phone: +1(416)640-8325

**Bill To:**  
**CAMIWell LLC.**  
 2377 Pleasant Acres Dr.,  
 San Jose, CA 95148, USA  
 Phone: +1(952)232-4805

**INVOICE**

**DATE: 2016-06-23**  
**INVOICE #: CI\_2016\_105**

**For:**  
 Ali US OC27/OT7 Cabling Project Consulting,  
 and Ali US44 DC Server Installation Service

Currency: US\$

| SALES/SERVICE DESCRIPTION   | AMOUNT             |
|---|--------------------|
| Ali US OC27/OT7 Cabling Project Consulting, and Ali US44 DC Server Installation Service | \$13,910.75        |
| Subtotal )  | \$13,910.75        |
| Tax   | \$0.00             |
| <b>TOTAL</b>  | <b>\$13,910.75</b> |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature: 

**THANK YOU FOR YOUR BUSINESS!**

EXHIBIT 2

**CAMiWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**INVOICE**DATE (发票日期) :  
2018-09-18INVOICE # (发票编号) :  
CI\_2018\_119**Bill To:**
**Beijing Asiacom Info Technology Co.,Ltd**  
**北京亚康万玮信息技术有限公司**
**For:**
**Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018)**  
**阿里美国IDC机房网络布线项目服务 (2018年1月至7月)**

Floor 8 Chuangfu Building, Block 18 Danling St.,  
Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

| SALES DESCRIPTION (产品/服务内容)   | AMOUNT (金额)         |
|---|---------------------|
| Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Balance Payment)<br>阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付)<br>(2018年1月至7月31日交付完成的项目) (费用余款) | 325,910.84          |
| <b>CAMIWell 帐户电汇信息:</b><br>帐户名: CAMIWell Inc.<br>帐户货币: 美元<br>帐号: [REDACTED]<br>开户银行: Bank of Montreal (加拿大蒙特利尔银行)<br>开户银行地址:<br>2825 Eglinton Ave. West,<br>Mississauga, ON, L5M 6J3<br>Canada<br>BMO SWIFT BIC Code: BOFMCAM2<br>BMO本地清算号: CC000139782                 |                     |
| Subtotal (小计)   | \$325,910.84        |
| HST (税)   | \$0.00              |
| <b>TOTAL(总计) (美元)</b>   | <b>\$325,910.84</b> |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字) :

THANK YOU FOR YOUR BUSINESS!  
谢谢合作!

**CAMIWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
 Mississauga, ON L5M 5S1, Canada  
 Phone: +1(416)640-8325

**INVOICE**

**DATE (发票日期) :**  
 2018-08-15

**INVOICE # (发票编号) :**  
 CI\_2018\_116

**Bill To:**  
**Beijing Asiacom Info Technology Co.,Ltd**  
 北京亚康万玮信息技术有限公司

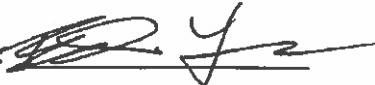
**For:**  
**Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018)**  
 阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,  
 Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
 北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
 Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

| SALES DESCRIPTION (产品/服务内容)  | AMOUNT (金额)  |
|--|--------------|
| Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Partly Payment)<br>阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付)<br>(2018年1月至7月31日交付完成的项目) (部分费用) | \$350,000.00 |
| <b>CAMIWell 美元账户电汇信息:</b><br>帐户名: CAMIWell Inc.<br>帐户货币: 美元<br>帐号: [REDACTED]<br>开户银行: Bank of Montreal (加拿大蒙特利尔银行)<br>开户银行地址:<br>2825 Eglinton Ave. West.<br>Mississauga, ON. L5M 6J3<br>Canada<br>BMO SWIFT BIC Code: BOFMCAM2<br>BMO本地清算号: CC000139782              |              |
| <b>Subtotal (小计)</b>   | \$350,000.00 |
| <b>HST (税)</b>   | \$0.00       |
| <b>TOTAL(总计) (美元)</b>  | \$350,000.00 |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
 如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字): 

THANK YOU FOR YOUR BUSINESS!  
 谢谢合作!

## EXHIBIT A

PROPOSED VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

1 James Cai (SBN 200189)  
2 [jcai@sacattorneys.com](mailto:jcai@sacattorneys.com)  
3 Brian A. Barnhorst (SBN 130292)  
4 [bbarnhorst@sacattorneys.com](mailto:bbarnhorst@sacattorneys.com)  
5 Dennis Chin (SBN 236466)  
6 [dchin@sacattorneys.com](mailto:dchin@sacattorneys.com)  
7 SAC ATTORNEYS LLP  
8 1754 Technology Drive, Suite 122  
9 San Jose, California 95110  
10 Telephone: (408) 436-0789

11 Attorneys for Plaintiff and Counter-Defendant Jinju Zhang

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**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JINJU ZHANG, an individual;

Plaintiff,  
vs.

BENLIN YUAN, an individual; HONG LIN, an individual; CAMIWELL, INC., a California corporation; CAMIWELL, INC. (CANADA), a Canadian corporation; BEIJING ASIACOM INFORMATION TECHNOLOGY CO., LTD., a Chinese corporation; ASIACOM AMERICAS, INC., a Virginia corporation; BANK OF AMERICA CORPORATION, a National Association; and DOES 1 to 20, inclusive,

Defendants.

Case No.: 3:23-cv-05818-CRB

**[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT**

- 1. CONVERSION**
- 2. BREACH OF FIDUCIARY DUTY**
- 3. FRAUD (CONCEALMENT)**
- 4. FRAUD (INTENTIONAL MISREPRESENTATION)**
- 5. UNJUST ENRICHMENT**
- 6. UNJUST ENRICHMENT**
- 7. COMMON COUNTS: MONEY HAD AND RECEIVED**
- 8. COMMON COUNTS: MONEY HAD AND RECEIVED**
- 9. PRELIMINARY INJUNCTION**
- 10. DECLARATORY RELIEF**
- 11. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALINGS**

**AND RELATED CROSS-ACTIONS**

1

2        Comes now the Plaintiff, JINJU ZHANG (“Plaintiff” or “Zhang”), and alleges for himself and  
 3 derivatively on behalf of nominal defendant CAMIWELL, INC. (formerly Camiwell, LLC; “Camiwell  
 4 U.S.”), as follows:

5

### THE PARTIES

- 6        1. Plaintiff is an individual residing in Conroe, TX, formerly residing in Santa Clara County, CA.
- 7        2. Plaintiff is informed and believes and, based thereon, alleges that Defendant BENLIN YUAN  
       8 (“Yuan”) is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times  
       9 conducting business in Santa Clara County, California. Plaintiff is informed and believes, and thereon  
 10 alleges that Yuan is and, at all relevant times, was the CEO of Camiwell U.S. and holds 40% of its  
 11 shares; that he was and is an employee and/or agent of Defendant BEIJING ASIACOM INFORMA-  
 12 TION TECHNOLOGY CO., LTD (“Asiacom China”), as its key business manager in charge of its  
 13 businesses in the U.S. and Canada; and that he was and is the spouse of Defendant HONG LIN (“Lin”).
- 14        3. Plaintiff is informed and believes and, based thereon, alleges that Lin is an individual residing  
       15 in Mississauga, Ontario, Canada, and was at all relevant times conducting business in Santa Clara  
       16 County, California; that she is the spouse of Yuan; and that, at all relevant times, she owned at most  
       17 25% of the shares of Camiwell U.S.
- 18        4. Plaintiff is informed and believes and, based thereon, alleges that Camiwell U.S. is and, at all  
       19 times relevant to this action, was a California corporation conducting business in Santa Clara County,  
       20 California, with its principal place of business in Santa Clara County, California.
- 21        5. Plaintiff is informed and believes and, based thereon, alleges that Defendant CAMIWELL,  
       22 INC. (CANADA) (“Camiwell Canada”), is and, at all times relevant to this action, was a Canadian  
       23 corporation conducting business in Santa Clara County, California.
- 24        6. Plaintiff is informed and believes and, based thereon, alleges that Asiacom China was and is a  
       25 Chinese information technology services company headquartered in Beijing, China, that provides IT  
       26 services (such as network cabling and server operation and maintenance in data centers for major  
       27 customers such as Alibaba and Didi) throughout China and in California, including in this judicial

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1 district. At all relevant times, Yuan was and is Asiacom China's key business manager and agent  
 2 and/or employee, in charge of business in the U.S. and Canada.

3 7. Plaintiff is informed and believes and, based thereon, alleges that Defendant ASIACOM  
 4 AMERICAS, INC. ("Asiacom Americas"), is a Virginia corporation wholly owned by Asiacom China;  
 5 and that, at all times relevant, it was and is conducting business in Santa Clara County, California,  
 6 through its key business manager and agent and/or employee, Yuan.

7 8. Plaintiff is informed and believes and, based thereon, alleges that Defendant BANK OF  
 8 AMERICA CORPORATION ("B of A") is a National Association, and, at all times relevant, was and  
 9 is conducting business in Santa Clara County, California.

10 9. Plaintiff is informed and believes and, based thereon, alleges that, at all relevant times, each of  
 11 the Defendants other than B of A, or some of them, were the partners, agents, servants, and/or  
 12 employees of one or more of the other said Defendants and, in doing the things hereafter alleged, were  
 13 acting within the scope of said Defendants' authority such as a partner, agent, servant, and/or employee  
 14 and with the permission and consent of the other Defendants.

#### 15 JURISDICTION AND VENUE

16 10. The Court has subject matter jurisdiction over this matter and its California state law claims  
 17 pursuant to 28 U.S.C. §§ 1332 and 1337.

18 11. The Court has personal jurisdiction over Defendants because they purposefully availed  
 19 themselves of the benefits and protections of the laws of the State of California and the United States  
 20 and have substantial minimum contacts with and business in this judicial district;

- 21 i) The Court has personal jurisdiction over Defendants Yuan and Lin, who have  
 22 purposefully availed themselves of the benefits and protections of the laws of  
 23 the State of California as owners of Camiwell U.S.
- 24 ii) The Court has personal jurisdiction over Camiwell U.S., a California corporation  
 25 with a principal place of business in Santa Clara County, California, which has  
 26 purposefully availed itself of the benefits and protections of the laws of the State  
 27 of California by registering its corporate status with the Office of the California  
 28 Secretary of State.

- iii) The Court has personal jurisdiction over Asiacom Americas as it purposefully availed itself of the benefits and protections of the laws of the State of California by its filing of corporate status with the Office of the California Secretary of State to do business in the State of California, and by paying taxes to the California Franchise Tax Board to keep its corporate status active in the State of California. Asiacom Americas has sufficient minimum contacts with the State of California by conducting business in the County of Santa Clara, California, through its key business manager and agent and/or employee Yuan.
  - iv) The Court has personal jurisdiction over Camiwell Canada due to its sufficient minimum contacts with the State of California because, at all times relevant, it shared with Camiwell U.S. the same website, same customers, and same ownership (except for Zhang, who is not an owner of Camiwell Canada), and performed the same business services and utilized the same or substantially similar employees as Camiwell U.S., which has a principal place of business in Santa Clara County, California. As CEO of Camiwell Canada, Defendant Benlin Yuan (Yuan) managed all projects and sent out emails to his employees directing them to work in California. On a systematic and quarterly basis, Yuan and his employees traveled to California for work and lived in Plaintiff's house in San Jose, California. As CEO of Camiwell Canada, he actively directed Camiwell U.S. to commit tax fraud by sending out fake invoices for services for consulting that were never rendered and asked Camiwell U.S. to pay share shareholder dividends in the guise of consultant fees.
  - v) The Court has personal jurisdiction over Asiacom China as it purposely availed itself of the protections, privileges, and benefits of the of the laws of the State of California when it retained Yuan as its key manager and agent and/or employee in developing and executing Asiacom China's business in the State of California. Asiacom China also had sufficient minimum contacts with the State of California, which, at all relevant times, were continuous and systematic, when it

1 subcontracted its IT work with Camiwell U.S., which accounted for 95% of  
 2 Camiwell U.S.'s business. Based on Asiacom China's conduct as alleged herein,  
 3 this Court's exercise of jurisdiction over Asiacom China would comport with  
 4 traditional notions of fair play and substantial justice.

- 5 12. The amount in controversy exceeds \$75,000 exclusive of interest and costs.  
 6 13. Venue is proper in the Court pursuant to 28 U.S.C. § 1391 because a substantial part of the  
 7 events and omissions giving rise to the claims alleged herein occurred in Santa Clara, California, and  
 8 the Northern District of California. Also, the core business and assets at issue were and are primarily in  
 9 this judicial district.

10 **ALTER EGO ALLEGATIONS**

11 14. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin,  
 12 Camiwell Canada, and Asiacom Americas are and, at all times since its formation, were the alter egos  
 13 of each other; there was a unity of ownership and interest by, between, and among said Defendants  
 14 such that any separateness between them has never existed and/or has ceased to exist.

15 15. Yuan and Lin own and, at all relevant times, owned Camiwell Canada. Plaintiff is informed  
 16 and believes, and based thereon, alleges that Camiwell Canada was formed and operated with  
 17 inadequate capitalization, had no employees, and failed to respect corporate formalities.

18 16. Yuan and Lin were the directors of Camiwell Canada from the time of its formation. In January  
 19 of 2019, Lin was removed as a director and was replaced by Feng Wang and Jiang Xu. Plaintiff is  
 20 informed and believes, and based thereon, alleges that Feng Wang and Jiang Xu are two members of  
 21 senior management of Asiacom China and Asiacom Americas.

22 16. Without Plaintiff's knowledge or consent, while CEO of Camiwell U.S., and at the direction of  
 23 Asiacom China, Yuan secretly incorporated Asiacom Americas—with his brother Ben Tao Yuan as its  
 24 CEO—as a subsidiary of Asiacom China and as a competitor of Camiwell U.S. Plaintiff is informed  
 25 and believes, and based thereon, alleges that Asiacom Americas was formed and operated with  
 26 inadequate capitalization, had no employees, and failed to respect corporate formalities.

27 17. Plaintiff is informed and believes, and, based thereon, alleges that Camiwell Canada and  
 28 Asiacom Americas had no separate existence even before Asiacom China acquired Camiwell Canada

1 in May of 2019.

2 18. Plaintiff is informed and believes, and, based thereon, alleges that Defendants Yuan and Lin,  
 3 Camiwell Canada, and Asiacom Americas commingled and failed to segregate the funds and assets of  
 4 each other from their own and treated the assets and funds nominally belonging to each other as their  
 5 own funds.

6 19. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin  
 7 controlled, dominated, managed, and operated Camiwell Canada for their benefit from the time of its  
 8 formation until January of 2019, when Asiacom China effectively took control, and then ultimately  
 9 acquired it in May of 2019.

10 20. Plaintiff is informed and believes, and based thereon, alleges that Yuan and Lin, together with  
 11 Asiacom China, have controlled, dominated, managed, and operated Asiacom Americas since its  
 12 formation for their benefit.

13 21. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada and  
 14 Asiacom Americas is, and at all times mentioned was, a mere shell, instrumentality and conduit  
 15 through which Yuan and Lin carried on their activities. Yuan and Lin exercised such complete control  
 16 and dominance of the activities of Camiwell Canada and Asiacom Americas that any individuality or  
 17 separateness of them do not, and all relevant times did not, exist. Plaintiff is informed and believes,  
 18 and based thereon, alleges that Camiwell Canada and Asiacom Americas existed and exist solely to  
 19 ensure that Yuan and Lin remain "judgment proof."

20 22. Plaintiff is informed and believes, and based thereon, alleges that Asiacom China caused  
 21 Asiacom Americas to be created solely to insulate itself from liability in the US and Canada.

22 23. Adherence to the fiction of the separate existence of Asiacom China, Asiacom Americas,  
 23 Camiwell Canada, Yuan, and Lin as entities distinct from each other would permit an abuse of  
 24 privileges against liability afforded to companies and corporations, and would result in unfairness to  
 25 Plaintiff and an inequitable result. It would promote injustice by allowing said Defendants to evade  
 26 liability and/or to veil assets that should in equity be used to satisfy the judgment sought by Plaintiff in  
 27 this action.

28

## **GENERAL ALLEGATIONS**

24. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada is located in Mississauga, Ontario, Canada; Yuan and Lin formed Camiwell Canada on or about 12/5/13, and were initially the sole owners and directors.

25. Zhang formed Camiwell U.S. initially as a Delaware LLC on 9/16/14; on or about 6/8/2018, it was converted into a California corporation. At all times relevant, the directors were and are Zhang, Yuan, and Lin; the officers were and are Zhang, Yuan, and Hui Sun; the shareholders were and are Yuan (40%), Zheng (35%), and Lin (25%). As husband and wife, Yuan and Lin jointly control 65% of the equity of Camiwell U.S.

26. Camiwell U.S. is an information technology company based in Santa Clara, California. Beginning in December of 2015, Camiwell U.S.'s business began to grow. This trend continued through 2016 and 2017; however, Yuan was unwilling to provide business operation data and contract information.

27. In the early months of 2018, Yuan refused to provide business and accounting records to Zhang and told Zhang there were no written contracts and only verbal agreements with Asiacom China, its major customer.

28. In or about May of 2018, Yuan told Zhang that Asiacom China wanted to merge with Camiwell U.S., but he refused to disclose to Zhang any concrete terms or conditions. Due to this lack of transparency, Zhang refused to consent to the merger.

29. Yuan next suggested that Camiwell U.S. be sold to Camiwell Canada, which Yuan and Lin owned, and that they would then sell Camiwell Canada to Asiacom China.

30. A few days later, Asiacom China offered to purchase Camiwell U.S., proposing that Yuan would be in charge of the Virginia office and do business in the East Coast, while Zhang would be in charge of the California site and do business in the West Coast. Zhang refused, and the merger negotiations ended.

31. Until the end of 2018, Camiwell U.S.'s main customer was Asiacom China, which is a contractor for large Chinese technology companies such as Alibaba (China's equivalent of Amazon) and Didi (Uber), providing mainly local data center server operation and maintenance and network

1 cabling services. Asiacom China would subcontract its IT work to Camiwell U.S. through various  
 2 service contracts accounting for about 95% of Camiwell U.S.'s business. The IT work was performed  
 3 by approximately 35 engineers in Virginia and 15 engineers in California at two data centers for  
 4 network cabling and server maintenance in Santa Clara, California.

5 32. On November 20, 2018, Feng Wang, General Manager and Vice President of Asiacom China in  
 6 charge of overseas business, sent an email to Camiwell U.S. thanking Yuan and Zhang for Camiwell  
 7 U.S.'s past years of service and advising that Asiacom China "plans to set up a US subsidiary, to  
 8 undertake onsite service business for US customers starting January 1, 2019 . . ." He wanted to ensure  
 9 a smooth transition, and stated, "During the transition, US Camiwell onsite engineers will assist  
 10 Asiacom US onsite engineers to complete onsite operation maintenance." A true copy of that email,  
 11 with translation from Chinese to English, is appended as **Exhibit A** hereto.

12 33. In fact, as detailed below, this representation was untrue. Asiacom China had no onsite  
 13 engineers, and "Asiacom US" (which did not yet exist; see next paragraph) had none, either. Rather,  
 14 Yuan conspired with Asiacom China to hire away Camiwell U.S. engineers and to acquire Camiwell  
 15 U.S. equipment and assets for a nominal sum.

16 34. The day after Wang's email—November 21, 2018—a company named UCC Retrievals, Inc.,  
 17 "pursuant to instructions of counsel," submitted for filing with the Corporation Commission of the  
 18 Commonwealth of Virginia the Articles of Incorporation for Asiacom Americas Inc. The sole  
 19 incorporator was Ruming Liu; Plaintiff is informed and believes, and, based thereon, alleges that Ms.  
 20 Liu is an attorney in Sunnyvale, CA (SBN 282062). According to the Articles of Incorporation, the  
 21 initial directors were Ben Tao Yuan, the brother of Defendant Yuan; Feng Wang, the aforementioned  
 22 General Manager of Asiacom China; and Jiang Xu. Plaintiff is presently unaware of Mr. Xu's  
 23 capacity, but he appears to be with Asiacom China: he was cc'd (at qxu@asiacom.net.cn) on the email  
 24 from Wang and both he and Wang list the same address in Beijing. Plaintiff had no contemporaneous  
 25 knowledge of this filing.

26 35. On November 24, 2018, at a Camiwell U.S. shareholder meeting, Yuan told Zhang that he  
 27 would be fully loyal to Camiwell U.S. and not do anything that would be competitive against it.  
 28

1       36.     The effective date of the Certificate of Incorporation of Asiacom Americas Inc. was November  
 2       26, 2018. Its initial address listed in the Articles of Incorporation was 45800 Amsterdam Terrace, #36,  
 3       Dulles, VA 20166, which was the business address for Camiwell U.S.

4       37.     On November 30, 2018, Ben Tao Yuan signed and caused to be filed with the California  
 5       Secretary of State a Statement and Designation by Foreign Corporation for Asiacom Americas Inc.

6       38.     On January 30, 2019, Defendant Lin was replaced on the board of Camiwell Canada by Feng  
 7       Wang and Jiang Xu.

8       39.     On or about May 5, 2019, Ben Tao Yuan, as CEO of Asiacom Americas, and his brother,  
 9       Defendant Benlin Yuan, as President of Camiwell U.S., entered into the Device and Asset Transfer  
 10      Agreement (the “Asset Transfer Agreement”), a true copy of which, with translation from Chinese to  
 11      English, is appended as **Exhibit B** hereto. By the terms of that agreement, Asiacom Americas acquired  
 12      all of the assets and equipment of Camiwell U.S. for the nominal sum of \$37,281.29. Plaintiff only  
 13      became aware of the Asset Transfer Agreement via discovery in the State Action (see ¶ 41, *infra*) in or  
 14      about October of 2021.

15      40.     Plaintiff is informed and believes and, based thereon, alleges that Yuan and his brother hold an  
 16      ownership interest in Asiacom China and/or Asiacom Americas.

17      41.     After losing the business of Asiacom China, Yuan began to push Zhang to dissolve Camiwell  
 18      U.S. Zhang became suspicious of Yuan’s motives, and demanded corporate documents of Camiwell  
 19      U.S. to no avail. On or about July 20, 2020, Zhang initiated a lawsuit in Santa Clara County Superior  
 20      Court (Case No. 20CV368535; the “State Action”) against Yuan, Lin, and Camiwell U.S.<sup>1</sup>

21      42.     In or about December 2021, Asiacom China registered its stock for an initial public offering  
 22      (IPO) in China. According to its Registration Statement (rough English translation), “Due to the failure  
 23      of the acquisition of Camiwell in the United States, on November 26, 2018, the company established  
 24      the U.S. Asiacom to be responsible for the execution of business in the United States. At present, the

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 27      

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 28      <sup>1</sup> In September of 2023, the State Case concluded with Zhang accepting separate offers to compromise from Yuan/Lin and  
          Camiwell U.S. pursuant to California Code of Civil Procedure section 998.

1 United States and Canada are executed by Asiacom in the United States and Camiwell in Canada  
 2 respectively, and the main business leader is still Benlin Yuan.”

3 43. Only when he downloaded the Registration Statement in October of 2021 did Plaintiff become  
 4 aware of the scheme, as alleged herein, by which the Defendants deprived him of his rights and interest  
 5 in Camiwell U.S.

6 44. According to the Registration Statement, after the formation of Asiacom Americas, in or about  
 7 May of 2019, Asiacom China (through its subsidiary in Hong Kong, Rongsheng Hi-Tech) acquired  
 8 Camiwell Canada, paying Yuan and Lin over \$1.5 million in June of 2019. Again, Plaintiff became  
 9 aware of this only in October of 2021 when he obtained the Registration Statement.

10 45. According to the Registration Statement, Camiwell Canada diverted Asiacom China’s business  
 11 from Camiwell U.S. to Camiwell Canada, in the amount of RMB 6.5845 million (currently about  
 12 \$905,908) and RMB 3.6031 million (\$495,721) in 2018 and 2019, respectively, while outsourcing to  
 13 Camiwell U.S. to provide the same IT services for no consideration. In other words, Camiwell U.S.  
 14 employees did the work (and thus Camiwell U.S. incurred the expense of their salaries), but Camiwell  
 15 Canada received the income. Plaintiff is informed and believes and, based thereon, alleges that  
 16 Camiwell Canada was able to minimize its own expenses by maintaining a barebones operation with  
 17 only two employees. Plaintiff is further informed and believes and, based thereon, alleges that  
 18 Camiwell Canada’s actions were at the direction of Asiacom China and/or Asiacom Americas.

19 46. This scheme enabled Yuan and Lin to maximize their profit (approximately \$1.4 million)  
 20 through Camiwell Canada at the expense of Camiwell U.S., and enabled them to subsequently sell  
 21 Camiwell Canada to Asiacom China for over \$1.5 million. None of said information and facts were  
 22 available to Zhang at the time he filed the State Action, and the same were not alleged as part of his  
 23 claims in that action.

24 47. Following the 998 offers and acceptances in the State Action, Yuan and Lin resumed their  
 25 looting and assault on Camiwell U.S.

26  
 27  
 28

1       48. On September 28, 2023 (less than a week after the 998 offers were accepted), without Zhang's  
 2 knowledge or consent, Yuan and Lin filed a Certificate of Election to Wind Up and Dissolve Camiwell  
 3 U.S.<sup>2</sup>

4       49. Next, Yuan and Lin made three separate and unauthorized withdrawals totaling almost  
 5 \$672,000 from Camiwell U.S.'s account at Bank of America (account number 3251 1222 0628), all  
 6 without Zhang's knowledge or consent, as follows:

- 7           a. \$162,500 transfer to a Canadian company controlled by Yuan called Scinall Inc.
- 8           b. \$200,000 in the form of a cashier's check payable to an unknown recipient
- 9           c. \$309,438 in the form of cashier's check payable to an unknown recipient

10      50. Even Camiwell U.S.'s own counsel in the State Action, Attorney Marie Quashnock, recognized  
 11 the above-referenced funds transfer as "unauthorized" and requested, to no avail, "that Mr. Yuan  
 12 immediately return all funds to Camiwell's accounts."

13      51. Plaintiff is informed and believes and, based thereon, alleges that, absent Court intervention,  
 14 Yuan and Lin plan to make even more unauthorized transactions, without Zhang's consent and  
 15 inconsistent with the law and good business practices.

16      52. Ordinarily, Zhang would make a demand to the Board of Directors for Camiwell U.S. to take  
 17 action against Yuan and Lin to return the funds and profits back to Camiwell U.S.; however, such  
 18 demand would be futile and is excused by the fact that, as holders of a majority interest in Camiwell  
 19 U.S. and being two of the three directors, Yuan and Lin could decline to take any such action. Indeed,  
 20 after the 998 offers were accepted, Zhang demanded return of the funds, through his counsel to counsel  
 21 for Yuan and Lin, to no avail.

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22  
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 26      <sup>2</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution of Camiwell U.S. has not yet occurred  
 27 because its two remaining creditors—its accountant (\$50,000) and its CPA (\$7,709.90)—have not yet been paid, the final  
 28 tax returns have not yet been filed, and the balance of funds remaining after payment of the creditors has not yet been  
 disbursed to shareholders. Camiwell U.S. currently has \$211,741.01 in funds left. These funds, along with any derivative  
 recoveries that may be obtained in the instant action, are its only remaining assets. Its only remaining payables are to its two  
 creditors plus any additional fees that may be incurred in filing the final returns.

## **FIRST CAUSE OF ACTION**

## Conversion

(Derivatively by Camiwell U.S. against Defendants Yuan and Lin)

4 53. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
5 proceeding paragraphs 1-52 as if fully set forth herein.

6 54. Plaintiff is informed and believes that Camiwell U.S. owned and possessed \$672,000 in its  
7 Bank of America account after the 998 offers were accepted.

8 55. Plaintiff is informed and believes and, based thereon, alleges that, shortly after the 998 offers  
9 were accepted, Defendants Yuan and Lin substantially interfered with Camiwell U.S.'s ownership and  
10 possession of the \$672,000 as herein alleged by making the disbursements set forth in ¶ 49, *supra*,  
11 without justification, proper authorization or consent from Camiwell U.S., and without Zhang's  
12 knowledge or consent.

13 56. As a direct and proximate result of the conduct of Yuan and Lin as alleged herein, Camiwell  
14 U.S. has been damaged in an amount to be proven at trial.

15 57. In engaging in the conduct as alleged herein, Yuan and Lin, and each of them, acted with  
16 oppression, fraud, or malice, justifying an award of punitive damages in an amount sufficient to punish  
17 said Defendants and to deter such conduct.

## **SECOND CAUSE OF ACTION**

### **Breach of Fiduciary Duty**

(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)

21 58. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
22 proceeding paragraphs 1-52 as if fully set forth herein.

23 59. As members of the Board Directors of Camiwell U.S., Yuan and Lin owed to the company and  
24 to its shareholders, including Plaintiff, a fiduciary duty of loyalty.

25 60. As alleged herein, Yuan and Lin breached their fiduciary duties by misappropriating corporate  
26 assets of Camiwell U.S. when they withdrew almost \$672,000 from Camiwell U.S.'s account at Bank  
27 of America, without justification or authority, and without Zhang's knowledge or consent.

61. As a direct and proximate result of the conduct of Defendants Yuan and Lin, Camiwell U.S. and Plaintiff have been damaged in an amount to be proven at trial.

62. In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted with oppression, fraud, or malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.

### **THIRD CAUSE OF ACTION**

### **Fraud (Concealment)**

*(Derivatively by Camowell U.S. against Asiacom China)*

63. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

64. After its attempt to legally acquire Camiwell U.S. failed, Asiacom China effectively acquired Camiwell U.S. illegally and under the table.

65. As alleged herein, Feng Wang sent an email on November 20, 2018, to Camowell U.S., addressed to Zhang and Yuan. Although Wang arguably had no duty to speak, once he did, he had an obligation to speak truthfully because he made certain representations but did not disclose facts that materially qualified the facts disclosed or that rendered his disclosure likely to mislead, because the facts were known or accessible only to him and he knew they were not known to or reasonably discoverable by Plaintiff, and he actively concealed from Plaintiff the ability to discovery the true and complete facts. Under the circumstances, it was it wrongful for him to remain silent.

66. As alleged herein, Asiacom China secretly engaged Yuan as its manager and agent to take charge of its North America operations. Asiacom China, through its subsidiary Asiacom Americas, and conspiring with Yuan and his brother Ben Tao Yuan (acting as CEO of Asiacom Americas), carried out a secret corporate raid plan against Camiwell U.S. It hired almost all of Camiwell U.S.'s 50 engineers, and, without Plaintiffs' knowledge or consent, acquired Camiwell U.S.'s equipment, files, documents, programs, and specifications for the nominal amount of \$37,281.29 via the Asset Transfer Agreement, which Yuan signed as President of Camiwell U.S. and his brother signed as CEO of Asiacom Americas.

1       67. Camiwell U.S.—and, in particular, Zhang—did not know of the concealed facts that Asiacom  
 2 China had a secret raid plan, that Asiacom China had engaged Yuan as its manager and agent to take  
 3 charge of its North America operations, and that Yuan had signed an Assets Transfer Agreement in  
 4 which Asiacom Americas hired almost all 50 of the engineers of Camiwell U.S. and purchased  
 5 Camiwell U.S.’s equipment, etc., for a nominal amount until Zhang learned of it during discovery in  
 6 the State Action in October of 2021. Camiwell U.S. reasonably relied upon in good faith of Asiacom  
 7 China’s words that it wanted to ensure a smooth transition and Yuan’s word that he would be fully loyal  
 8 to Camiwell and not do anything competitive against Camiwell U.S.

9       68. Asiacom China intended to deceive Plaintiff by concealing the facts and never voluntarily came  
 10 forth with such information. Zhang would have never known about these fact until they were revealed  
 11 in October of 2021.

12       69. Had the omitted information been disclosed to Zhang and Camiwell U.S., they reasonably  
 13 would have behaved differently by negotiating a fair purchase price for the Camiwell U.S. assets, as  
 14 they were trying to do before Asiacom China’s attempted acquisition failed. They reasonably would  
 15 have hired counsel to block the giveaway of its assets pursuant to the Asset Transfer Agreement  
 16 between two related people (Yuan and his brother Ben Tao Yuan) without Board or shareholder  
 17 approval, in violation of California Corporations Code section 1001(a).

18       70. Plaintiff and Camiwell U.S. was harmed when Camiwell U.S. lost almost all 50 of its engineers  
 19 and the equipment, etc., necessary for the business.

20       71. Defendant Asiacom China’s concealment was a substantial factor in causing Plaintiff and  
 21 Camiwell U.S. harm.

22       72. In engaging in the conduct as alleged herein, Asiacom China acted with oppression, fraud, or  
 23 malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient  
 24 to punish said Defendants and to deter such conduct.

#### 25                          **FOURTH CAUSE OF ACTION**

##### 26                          **(Fraud) Intentional Misrepresentation**

27                          *(Derivatively by Camiwell U.S. against Camiwell Canada)*

28       73. Plaintiff restates and incorporates by this reference each of the allegations contained in the

1 proceeding paragraphs 1-52 as if fully set forth herein.

2 74. As an example of intentional misrepresentation committed by Camiwell Canada, on or about  
 3 August and September 2018, Benlin Yuan as CEO of Camiwell Canada represented to Camiwell U.S.  
 4 that Camiwell U.S. would get paid for services rendered to Beijing Asiacom.

5 75. Camiwell Canada's representation was false as Camiwell U.S. did not get paid for services  
 6 rendered to Asiacom China. Camiwell Canada invoiced Asiacom China approximately \$350,000 in  
 7 August 2018 and \$326,000 in September 2018 in which Camiwell Canada was paid. *See Exhibit C.*  
 8 These invoices were not discovered until Summer 2023 during discovery in the state case.

9 76. Camiwell Canada knew the representations were false when made as they had a desire to  
 10 continue having Camiwell U.S. provide services to Asiacom China for compensation. Additionally,  
 11 Camiwell Canada never had a desire to pay Camiwell U.S. and still has not paid Camiwell U.S. for  
 12 services rendered to Asiacom China.

13 77. Camiwell Canada intended that Camiwell U.S. rely on the representation that Camiwell U.S.  
 14 would get paid for the services rendered to Asiacom China. Camiwell Canada knew that Camiwell  
 15 U.S. would rely on the representation that it would get paid for services in order for Camiwell U.S. to  
 16 continue services for Asiacom China.

17 78. Camiwell U.S. reasonably relied on Camiwell Canada's representation by continuing to provide  
 18 services to Asiacom China.

19 79. Camiwell U.S. was harmed when Camiwell Canada did not pay Camiwell U.S. for services  
 20 rendered to Asiacom China.

21 80. Camiwell U.S.'s reliance on Camiwell Canada's representation was a substantial factor in  
 22 causing its harm.

## 23 FIFTH CAUSE OF ACTION

### 24 Unjust Enrichment Based on Fraud

25 *(Corporate Raid on Camiwell U.S.—Derivatively by Camiwell U.S. against Asiacom China and  
 26 Asiacom Americas)*

27 74. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 28 proceeding paragraphs 1-52 as if fully set forth herein.

1 77. By engaging in the fraudulent conduct by Feng Wang, Vice President of Asiacom China in  
2 charge of overseas business in conspiring with Yuan, as alleged herein, Asiacom Americas and  
3 Asiacom China received the benefit of Camiwell U.S.'s labor and services for \$37,281.29 when Yuan  
4 and Asiacom China raided Camiwell U.S.'s assets and hired away 50 engineers to Asiacom Americas  
5 which provided the services to Asiacom China. These assets included programs, files, customer  
6 information, technology, data, computers, servers, and the contents on such devices. The true value of  
7 what Asiacom Americas acquired will be established at trial; however, that amount is approximately  
8 \$3,000,000—the value of Camiwell U.S. itself, which, at a minimum, can be measured by what  
9 Asiacom China offered to pay for it in 2018 (\$450,000), plus the value of 50 Camiwell U.S. engineers  
10 working for six months (how long it took Asiacom Americas to ramp up) at \$8,200 per month, which is  
11 the rate that Asiacom China formerly paid Camiwell U.S. Thus, Asiacom Americas received  
12 approximately \$2.95 million in services and assets that were intended to be used for the benefit of  
13 Camiwell U.S.

14 78. Asiacom China and Asiacom Americas were unjustly enriched by engaging in self dealing with  
15 its own employee and manager Yuan and their own subsidiary and/or sister company Camiwell  
16 Canada, by not having to pay fair market rate fees for the IT services rendered by Camiwell U.S. as  
17 they would have had to in a normal arm's-length transactions.

## **SIXTH CAUSE OF ACTION**

## **Unjust Enrichment Based on Fraud**

(*Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell Canada*)

21 79. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
22 proceeding paragraphs 1-52 as if fully set forth herein.

23 80. By engaging in the conduct as alleged herein, Defendant Camiwell Canada received the benefit  
24 of RMB 6.5845 million and RMB 3.6031 million in 2018 and 2019 when it diverted Asiacom China's  
25 business from Camiwell U.S. to Camiwell Canada while outsourcing to Camiwell U.S. to provide the  
26 same IT services for no consideration. As an example, on or about August and September 208, Benlin  
27 Yuan as CEO of Camiwell Canada intentionally misrepresented that Camiwell U.S. would get paid for  
28 services rendered to Asiacom China. Camiwell Canada's representation was false Camiwell U.S. was

never paid for such services. Invoices show that Camiwell Canada billed Asiacom China approximately \$350,000 in August 2018 and \$326,000 in September 2018 to which Asiacom China paid. ***See Exhibit C.*** These invoices were not discovered until Summer 2023 during discovery in the state case. Camiwell Canada knew the representations were false as it never had a desire to pay Camiwell U.S. and still has not paid Camiwell U.S. for services rendered to Beijing Asiacom. Camiwell Canada had the desire to continue having Camiwell U.S. provide services to Asiacom China. Camiwell Canada concealed the fact that it received \$350,000 for August 2018 and \$326,000 for September 2018 from Beijing Asiacom.

81. At the same time, Camiwell Canada was able to minimize its own expenses by maintaining a barebones operation with only two employees.

82. Camiwell Canada was further unjustly enriched when it received the IT services provided by Camiwell U.S. without paying Camiwell U.S.

83. Thus, Camiwell Canada unjustly enriched itself at the expense of Camiwell U.S., obtaining benefits wrongfully that they unjustifiably have not returned.

84. As a direct and proximate result of Defendants' conduct, Camiwell U.S. has been damaged in an amount to be proven at trial.

## **SEVENTH CAUSE OF ACTION**

## **Common Count: Money Had and Received**

*(Corporate Raid on Camiwell U.S.—Derivatively by Camiwell U.S. against Asiacom China and Asiacom Americas)*

85. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

86. By engaging in the conduct as alleged herein, Asiacom Americas received the benefit of Camiwell U.S.'s assets, labor and services, and almost 50 of its engineers, for \$37,281.29. These assets included programs, files, customer information, technology, data, computers, servers, and the contents on such devices. The true value of what Asiacom Americas acquired will be established at trial; however, that amount is approximately \$3,000,000—the value of Camiwell U.S. itself, which, at a minimum, can be measured by what Asiacom China offered to pay for it in 2018 (\$450,000), plus the

1 value of 50 Camiwell U.S. engineers working for six months (how long it took Asiacom Americas to  
 2 ramp up) at \$8,200 per month, which is the rate that Asiacom China formerly paid Camiwell U.S.  
 3 Thus, Asiacom Americas received approximately \$2.95 million in services and assets that were  
 4 intended to be used for the benefit of Camiwell U.S.

5 87. No part of the \$2.95 million was used for the benefit of Camiwell U.S.

6 88. No part of the \$2.95 million has been paid to Camiwell U.S. by Asiacom Americas.

## 7 EIGHTH CAUSE OF ACTION

### 8 Common Count: Money Had and Received

9 (*Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell Canada*)

10 89. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 11 proceeding paragraphs 1-52 as if fully set forth herein.

12 90. By engaging in the conduct as herein, Camiwell Canada received money that was intended to be  
 13 used for the benefit of Plaintiff based on the fraudulent intentional misrepresentations to Plaintiff.  
 14 Camiwell Canada received money in the amount of approximately RMB 6.5845 million and RMB  
 15 3.6031 million in 2018 and 2019, respectively, from Asiacom China that should have been paid to  
 16 Camiwell U.S., which provided the IT services to Asiacom China.

17 91. The money that Camiwell Canada received from Asiacom China was not used for the benefit of  
 18 Camiwell U.S. as Camiwell Canada kept the money.

19 92. Camiwell Canada has not paid or given to Camiwell U.S. the money Camiwell Canada received  
 20 from Asiacom China for the IT services provided to Asiacom China by Camiwell U.S.

## 21 NINTH CAUSE OF ACTION

### 22 Preliminary Injunction

23 (*Derivatively by Camiwell U.S. against Bank of America, Yuan, and Lin*)

24 93. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 25 proceeding paragraphs 1-52 as if fully set forth herein.

26 94. After Defendants Yuan and Lin withdrew funds deposited in the business account at Bank of  
 27 America (account no. 3251 1222 0628), there is still \$77,544.29 remaining in that account and another  
 28 \$134,296.28 remaining in a separate account (account no. 3251 0849 4390).

95. Camiwell U.S. through this second amended derivative complaint petitions the Court to issue a preliminary injunction to prohibit Yuan and Lin from further withdrawing any funds from said accounts, and to prohibit Defendant Bank of America from allowing any further withdrawal from said accounts.

96. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from dissolving Camiwell U.S. and from diminishing its assets.

97. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from usurping corporate opportunities of Camiwell U.S.

## **TENTH CAUSE OF ACTION**

## **Declaratory Relief**

(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)

98. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

99. A dispute presently exists between the parties as to who is entitled to the funds in the above-referenced B of A accounts.

100. A judicial determination is therefore necessary to establish rightful ownership of the funds.

## **ELEVENTH CAUSE OF ACTION**

### **Breach of Implied Covenant of Good Faith and Fair Dealing**

*(Derivatively by Camiwell U.S. against Asiacom China)*

101. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

102. In every contract or agreement, there is an implied promise of good faith and fair dealing. This implied promise means that each party will not do anything to unfairly interfere with the rights of any other party to receive benefits of the contract.

103. Camiwell U.S. and Asiacom China entered into various service contracts for Camiwell U.S. to provide IT services to Asiacom China.

104. Camiwell U.S. did all of the significant things that the contract required it to do including providing IT services to Asiacom China.

1 105. By engaging in the conduct alleged herein, Asiacom China breached the implied covenant by  
2 preventing Camiwell U.S. from receiving the benefits due it under the service contracts.

3 106. As a direct and proximate result of Asiacom China's breach, Camiwell U.S. was harmed in an  
4 amount to be proven at trial.

5 **PRAYER FOR RELIEF**

6 Now, therefore, Plaintiff, individually and derivatively on behalf of Camiwell U.S., prays for  
7 relief and judgment as follows:

- 8 1. For injunctive relief preventing Defendants, their successors and affiliates, and  
9 all persons acting on their behalf from further unlawfully:
  - 10 a. further diminishing Camiwell U.S. and its assets;
  - 11 b. transferring Camiwell U.S. assets to their own interests;
  - 12 c. taking corporate opportunities of Camiwell U.S.
- 13 2. For compensatory damages in an amount to be proven at trial.
- 14 3. For punitive damages according to proof.
- 15 4. For reasonable attorneys fees and costs to the extent permissible under  
16 applicable law.
- 17 5. For such other and further relief as the Court may deem just and proper.

18  
19 Dated: July 25, 2024

SAC Attorneys LLP

20  
21 By: Brian A. Barnhorst

22 James Cai, Esq.

23 Brian A. Barnhorst, Esq.

24 Dennis Chin, Esq.

25 Attorneys for Plaintiff and Counter-Defendant

26 Jinju Zhang

## VERIFICATION

I, JINJU ZHANG, have reviewed the VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT and know its contents. I certify that the verified second amended complaint is true of my knowledge, except as to the matters which are therein stated to be on information or belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of California that the foregoing is true and correct.

Executed on July 25, 2024, in Conroe, Texas

四百三

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JINJU ZHANG

[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

# Exhibit A



## 关于北京亚康公司美国客户现场服务交接备忘

Benlin Yuan <byuan@camiwell.com>  
To: 王丰 <Wangfeng@asiacom.net.cn>  
Cc: Jinju Zhang <jinju.zhang@camiwell.com>, caowei@asiacom.net.cn, 徐清 <qxu@asiacom.net.cn>

Tue, Nov 20, 2018 at 8:46 PM

王总,

邮件收悉。

我们会尽快商定，然后电邮贵司。

谢谢！

袁本林

On Tue, Nov 20, 2018 at 4:01 AM 王丰 <Wangfeng@asiacom.net.cn> wrote:

美国凯威公司：

根据公司发展战略，我司拟成立美国子公司，从2019年1月1日承担美国客户的现场服务业务，包括但不限于阿里中东和美西机房的运维服务、服务器交付维保服务、以及网络布线工程服务，滴滴中东机房的运维服务和网络布线工程服务。

我司感谢美国凯威公司3年来为亚康美国客户提供现场稳定服务。为使双方合作有一个圆满的结束，同时确保亚康美国客户现场服务的平稳交接并最大程度保障美国客户的利益，确保正在执行工程项目的顺利实施，我司提出如下服务切换方案：

1. 机房运维服务（包括阿里和滴滴）：交接起始日期为2019年1月1日，交接期为31天，2019年1月31日交接结束，亚康美国子公司全面承担阿里和滴滴的机房运维服务。  
在交接期内，美国凯威驻场工程师协助亚康美国子公司完成现场运维服务。亚康美国子公司根据美国凯威在交接期内投入的驻场工程师人数，根据2018年度运维服务合同的服务价格，在交接期结束后后计算出相关费用并一次性支付。

2. 网络布线项目：在2019年1月1日前启动的网络布线项目，继续由美国凯威公司负责实施，项目结束后服务自动结束，亚康公司按照2018年网络布线项目办法执行并支付费用。2019年1月1日及以后启动的项目，由亚康美国子公司负责。

3. 服务器交付和维保：美国凯威承担的服务器交付和维保服务截至时间为2018年12月31日，从2019年1月1日，由亚康美国子公司负责。

我司近期将安排人员与贵司商定服务交接具体事宜。

再次感谢凯威公司在过去给与我司的帮助与支持，谢谢！

王丰

CERTIFICATION

I, Connie Chen, am a court interpreter/translator, California Judicial Council #700105, member of American Translators' Association (ATA); Northern California Translators' Association (NCTA) and National Judicial Interpreters and Translators (NAJIT).

I certified that I have reviewed the following English translation along with their corresponding Simplified Chinese documents pertaining to Asiacom Americas Inc. (USA) and CAMiWell Inc., that were provided to me for accuracy and correctness to the best of my knowledge and abilities.

Email correspondences dated November 20, 2018 between Benlin Yuan and Feng Wang;

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This Certification is signed on the 23rd day of June, 2024, County of Santa Clara, State of California.

*Connie Chen*

Connie Chen  
Judicial Council # 700105

Benlin Yuan <byuan@camiwell.com>

To: Feng Wang <Wangfeng@asiacom.net.cn>

Cc: jingju Zhang <jinju.zhang@camiwell.com>, caowei@asiacom.net.cn, qxu@asiacom.net.cn>

General Manager Wang:

Received your message.

We will confirm as soon as possible, and then email your company.

Thank you.

Benlin Yuan

On Tue., Nov. 20, 2018 at 4:01 am Feng Wang <Wangfeng@asiacom.net.cn>

US Camiwell Company:

According to the development strategy of company, our company plans to set up a US subsidiary, to undertake onsite service business for US customers starting January 1, 2019, including but not limited to Alibaba's Eastern US and Western US server room operation maintenance services, server delivery and maintenance services, and network cabling engineering services, Didi Eastern US server room operation maintenance and network cabling engineering services.

Our company appreciates US Camiwell's onsite services for Asiacom's US customers in the last 3 years. In order to have a successful ending of our mutual cooperation, and ensure that Asiacom US customers' onsite services have a smooth transition and in protection of US customers' best interest, and successful execution of on-going engineering projects, our company makes the following service transition proposal:

1. Server room operation maintenance services (including Alibaba and Didi): date of transition will be January 1, 2019, transition period will be 31 days, concluding on January 31, 2019. Asiacom US will take over all the server room operation maintenance for Alibaba and Didi. During the transition, US Camiwell onsite engineers will assist Asiacom US onsite engineers to complete onsite operation maintenance. Asiacom US will count the number of onsite engineers of US Camiwell, and pay according to 2018 operation maintenance service contract price, calculate the related fees after the transition period and make one-time payment.
2. Network cabling project: For network cabling projects started before January 1, 2019, US Camiwell will continue to be responsible for execution, and the projects will end

automatically upon finish. Asiacom will execute and pay fees according to 2018 network cabling project. Asiacom will be responsible for the projects starting after January 1, 2019.

3. The delivery and maintenance of servers: US Camiwell will be responsible for server delivery and maintenance until December 31, 2018. Asiacom will be responsible after January 1, 2019.

Our company will arrange personnel to discuss and finalize concrete transition matters with your company.

Thank you again for Camiwell's past assistance and support for our company. Thank you.

Feng Wang

# Exhibit B

# **Device and Asset Transfer Agreement**

## **Aziacom Americas Inc.**

Address: 21400 Ridgetop Circle, Suite 180, Sterling, VA, 20166, USA

Telephone: +1(703)517-7818

Email: [contact@aziacom-americas.com](mailto:contact@aziacom-americas.com)

## **CAMIWell Inc. (USA)**

Address: 5201 Great America Pkwy., Suite 320, Santa Clara, CA, 95054, USA

Telephone: +1(571)388-8797

Email: [byuan@camiwell.com](mailto:byuan@camiwell.com)

Asiacom Americas Inc. (以下简称甲方) 与 CAMiWell Inc. (USA) (以下简称乙方) , 就乙方部分电子设备及仪器, 以及部分办公家具等资产转让给甲方事宜, 经双方协商一致同意下述条款:

- 1 本协议有效期自 双方签字之日起至 甲方付款日终止。
- 2 本协议签订后, 乙方负责提供转让设备和资产清单, 相关信息包括但不限于: 设备名称, 规格, 数量, 原始购买日期, 购买厂商, 购买价格, 购买发票 (复印件), 存放地点等; 甲方负责设备及资产的现场核实清点。双方签字确认转让清单。
- 3 电子类设备及仪器的折旧年限按 5 年计算 (5 year straight line) , 办公家具的折旧年限按 10 年计算 (10 year straight line) 。实际转让价格按照折旧年限和原始购买价来计算。
- 4 电子类设备及仪器的转让日期为 2019 年 2 月 1 日, 办公家具的转让日期为 2019 年 5 月 1 日。
- 5 本协议的最终转让价格, 根据双方最终核实确认的设备及资产清单来计算。
- 6 乙方给甲方开具正规发票, 甲方在收到乙方发票后 30 天内, 一次性支付乙方设备及资产转让价格。
- 7 本协议一式二份, 经双方代表签字后生效。双方各执一份, 每份具有同等法律效力。
- 8 双方最终核实确认的设备及资产清单 (含转让价格) , 将作为本协议的附件, 和协议正文具有同等法律效力。

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**Asiacom Americas Inc.**

**CAMiWell Inc. (USA)**

Signature:



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Name (print), Position:

Ben Tao Yuan, CEO

---

Date: 5/5/2019

---

Signature:



---

Name (print), Position:

Benlin Yuan, President

---

Date:



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## Attachment 1

Device/Asset Transfer List and Price  
(from CAMIWELL Inc USA to Asiacom Americas Inc)

CAMIWELL Inc / 2019.08

Currency: USD

| #  | Type             | Device/Asset Name          | Description / Specification   | Seller          | Purchase Date | Qty | Unit Price  | Purchase Amount | Location | Transfer Date | Transfer Price | Remark                |
|----|------------------|----------------------------|---|-----------------|---------------|-----|-------------|-----------------|----------|---------------|----------------|-----------------------|
| 1  | Laptop           | Dell Inspiron13 laptop     | Dell Inspiron13 laptop 17359  | Microsoft Store | 2018-03-30    | 2   | \$803.66    | \$1,607.31      | CA       | 2019-02-01    | \$696.50       | 5 year straight line  |
| 2  | Laptop           | Dell Inspiron13 laptop     | Dell Inspiron13 laptop 17359  | Microsoft Store | 2018-04-01    | 1   | \$740.94    | \$740.94        | VA       | 2019-02-01    | \$321.07       | 5 year straight line  |
| 3  | Laptop           | Dell Inspiron13 laptop     | Dell Inspiron13 laptop 17359  | Microsoft Store | 2018-06-20    | 1   | \$708.79    | \$708.79        | CA       | 2019-02-01    | \$342.58       | 5 year straight line  |
| 4  | Laptop           | Dell Inspiron 13 laptop    | Dell Inspiron 7000 13.3" FHD (1920 x 1080) Touchscreen 2 in 1 convertible Laptop, Intel Core i7(8500U), 8GB, 256GB SSD, HDMI. | Amazon          | 2018-08-03    | 1   | \$715.35    | \$715.35        | CA       | 2019-02-01    | \$369.80       | 5 year straight line  |
| 5  | Laptop           | Dell Inspiron 13 laptop    | Dell Inspiron 13.3" FHD (1920 x 1080) Touchscreen 2 in 1 PC   | Microsoft Store | 2018-09-05    | 1   | \$768.16    | \$768.16        | CA       | 2019-02-01    | \$408.62       | 5 year straight line  |
| 6  | Laptop           | Dell Inspiron 13 laptop    | Dell Inspiron 13.3" Signature Edition 2 in 1 PC   | Microsoft Store | 2018-11-28    | 1   | \$775.80    | \$775.80        | CA       | 2019-02-01    | \$439.62       | 5 year straight line  |
| 7  | Laptop           | Dell Inspiron 13 laptop    | Dell Inspiron 13.3 inch 2in1 Touchscreen Laptop (6th Generation Intel Core i7, 8 GB RAM, 256 GB SSD)                          | Amazon          | 2017-06-29    | 1   | \$887.37    | \$887.37        | CA       | 2019-02-01    | \$458.25       | 5 year straight line  |
| 8  | Laptop           | Adoreme Laptop             | Laptop for Label Printing   | Adoreme         | 2017-06-29    | 1   | \$389.99    | \$389.99        | VA       | 2019-02-01    | \$259.99       | 5 year straight line  |
| 9  | Laptop           | Dell Inspiron 13 laptop    | Dell Inspiron 13.3 inch 2in1 Touchscreen Laptop (6th Generation Intel Core i7, 8 GB RAM, 256 GB SSD)                          | Amazon          | 2017-08-10    | 1   | \$880.00    | \$880.00        | CA       | 2019-02-01    | \$487.33       | 5 year straight line  |
| 10 | Laptop           | Lenovo FLEX 5 Laptop       | Lenovo FLEX 5.14" Laptop Computer 7th Gen Intel i5 8GB DDR4 Integrated Intel HD Graphics 620 with Windows 10                  | Costco          | 2017-11-07    | 2   | \$847.99    | \$1,695.98      | VA       | 2019-02-01    | \$1,300.25     | 5 year straight line  |
| 11 | Laptop           | Lenovo FLEX 5 Laptop       | Lenovo FLEX 5.14" Laptop Computer 7th Gen Intel i5 8GB DDR4 Integrated Intel HD Graphics 620 with Windows 10                  | Staples.com     | 2017-11-25    | 7   | \$614.79    | \$4,303.53      | VA       | 2019-02-01    | \$2,986.37     | 5 year straight line  |
| 12 | Laptop           | Dell Laptop                | Dell 15379 Laptop   | Costco          | 2017-12-04    | 1   | \$741.99    | \$741.99        | VA       | 2019-02-01    | \$381.23       | 5 year straight line  |
| 13 | Laptop           | Lenovo FLEX 5 Laptop       | Lenovo FLEX 5.80XAD000US 14" Laptop Computer 7th Gen Intel i5 8GB DDR4 Win 10 Integrated Intel HD Graphics 620                | Staples.com     | 2018-02-27    | 5   | \$814.79    | \$3,073.95      | VA       | 2019-02-01    | \$2,510.39     | 5 year straight line  |
| 14 | Laptop           | Lenovo FLEX 5 Laptop       | Lenovo FLEX 5.80XAD000US 14" Laptop Computer 7th Gen Intel i5 8GB DDR4 Win 10 Integrated Intel HD Graphics 620                | Staples.com     | 2018-03-16    | 2   | \$855.49    | \$1,710.98      | CA       | 2019-02-01    | \$1,082.48     | 5 year straight line  |
| 15 | Laptop           | Lenovo Laptop              | Lenovo ThinkPad Laptop  | Costco          | 2018-08-27    | 1   | \$1,589.99  | \$1,589.99      | VA       | 2019-02-01    | \$1,404.49     | 5 year straight line  |
| 16 | Laptop           | Lenovo Flex Laptop         | Lenovo Flex 6 Series 2-in-1 Touchscreen Laptop - Intel Core i3  | Costco.com      | 2018-08-15    | 2   | \$558.94    | \$1,118.87      | VA       | 2019-02-01    | \$1,045.21     | 5 year straight line  |
| 17 | Laptop           | Lenovo Flex Laptop         | Lenovo Flex Laptop  | Costco          | 2018-08-19    | 6   | \$529.99    | \$3,179.94      | VA       | 2019-02-01    | \$2,987.94     | 5 year straight line  |
| 18 | Laptop           | Lenovo Flex Laptop         | Lenovo Flex Laptop  | Costco          | 2018-09-22    | 6   | \$529.99    | \$3,179.94      | VACA     | 2019-02-01    | \$2,987.94     | 5 year straight line  |
| 19 | Monitor          | Sony Monitor               | SONY - 1000X MIK Monitor  | BestBuy         | 2018-03-18    | 1   | \$370.89    | \$370.89        | VA       | 2019-02-01    | \$309.16       | 5 year straight line  |
| 20 | Printer          | HP Printer                 | HP - LaserJet Pro m402n Black-and-White Printer - Gray  | BestBuy.com     | 2017-11-18    | 3   | \$169.59    | \$508.77        | VA       | 2019-02-01    | \$390.06       | 5 year straight line  |
| 21 | Printer          | HP Printer                 | HP LaserJet Print MFP N428  | BestBuy         | 2018-03-18    | 1   | \$349.79    | \$349.79        | VA       | 2019-02-01    | \$291.49       | 5 year straight line  |
| 22 | Fiber Tester     | Fluke SM Fiber Tester      | Fluke Networks FT2000 SimplePro Pro Singlemode Fiber Verification Kit, Fiber Tester   | Amazon          | 2018-03-02    | 1   | \$2,760.23  | \$2,760.23      | VA       | 2019-02-01    | \$2,300.19     | 5 year straight line  |
| 23 | Fiber Tester     | Fluke MPO Tester           | Fluke Networks MFTK1400 MultiFiber Pro Testing and Inspection Kit   | Amazon          | 2018-10-24    | 1   | \$10,280.59 | \$10,280.59     | VA       | 2019-02-01    | \$9,776.06     | 5 year straight line  |
| 24 | Office Furniture | Office Chair               | Bonum Executive Office Chair Thick Padding Big & Tall 500lb Capacity Size   | Amazon          | 2018-05-02    | 1   | \$208.98    | \$208.98        | VA       | 2019-05-01    | \$191.57       | 10 year straight line |
| 25 | Office Furniture | Office Chair / Desk        | Mesh Task Chair Chairs: 4, Desk: 5  | Costco          | 2018-06-02    | 1   | \$1,199.40  | \$1,199.40      | VA       | 2019-06-01    | \$1,099.45     | 10 year straight line |
| 26 | Office Furniture | Office White board (smart) | Charcoal Whiteboard, 3' x 4' Dry Erase Board, White Board with Aluminum Frame   | Amazon          | 2018-06-07    | 1   | \$66.77     | \$66.77         | VA       | 2019-05-01    | \$61.21        | 10 year straight line |
| 27 | Office Furniture | Office White board         | Charcoal Whiteboard, 4' x 6', Aluminum Frame  | Amazon          | 2018-07-16    | 1   | \$159.00    | \$159.00        | VA       | 2019-05-01    | \$147.08       | 10 year straight line |
| 28 | Office Furniture | Boarding room Table        | Modern Boat Shaped 10' Feet Conference Table, Off-COIN-C57  | Amazon          | 2018-08-24    | 1   | \$1,359.00  | \$1,359.00      | VA       | 2019-05-01    | \$1,305.73     | 10 year straight line |
| 29 | Office Furniture | Office Chairs              | Mesh Task Chair : 6   | Costco          | 2018-08-24    | 6   | \$81.50     | \$489.02        | VA       | 2019-05-01    | \$456.42       | 10 year straight line |

Asiacom Americas Inc.

Name (print), Position:  
Ben Teo Yuan, CEO  
Signature:Date:  
9/5/2019

CAMIWELL Inc. (USA)

Name (print), Position:  
Bartin Yuan, President  
Signature:  
Date:  
09/05/2019

CERTIFICATION

I, Connie Chen, am a court interpreter/translator, California Judicial Council #700105, member of American Translators' Association (ATA); Northern California Translators' Association (NCTA) and National Judicial Interpreters and Translators (NAJIT).

I certified that I have reviewed the following English translation along with their corresponding Simplified Chinese documents pertaining to Asiacom Americas Inc. (USA) and CAMiWell Inc., that were provided to me for accuracy and correctness to the best of my knowledge and abilities.

Email correspondences dated November 20, 2018 between Benlin Yuan and Feng Wang;

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This Certification is signed on the 23rd day of June, 2024, County of Santa Clara, State of California.

*Connie Chen*

Connie Chen  
Judicial Council # 700105

**Device and Asset Transfer**

**Agreement**

**Asiacom Americas Inc.**

Address: 21400 Ridgetop Circle, Suite 180, Sterling, VA, 20166, USA

Telephone: +1(703)517-7818

Email: contact@asiacom-americas.com

**CAMIWell Inc. (USA)**

Address: 5201 Great America Pkwy., Suite 320, Santa Clara, CA, 95054, USA

Telephone: +1(571)388-8797

Email: byuan@camiwell.com

Asiacom Americas Inc. (hereinafter referred to as Party A) and CAMiWell Inc. (USA) (hereinafter referred to as referred to as Party B), agree to the following terms and conditions regarding transfer part of Party B's electronic devices and equipment, and part of the assets such as furniture to Party A:

1. This agreement is effective from the date of both parties' signatures to the date when Party A pays the money.
2. After execution of this Agreement, Party B shall be responsible for providing an inventory list of equipment and asset transferred, relevant information shall include but not limited to, equipment's name, model, number, original date of purchase, vendor, purchase price, purchase invoice (copy), storage location; Party A shall be responsible for check inventory on site, and both parties will sign off the inventory list.
3. The amortization of electronic devices will be calculated based on 5 year (5 year straight line), amortization for office furniture will be calculated based on 10 years (10 year straight line). Actual transfer price will be calculated based on amortization years and original purchase price.
4. The transfer date for electronic equipment was February 1, 2019, office furniture transfer date was May 1, 2019.
5. The final transfer price in this Agreement, will be calculated based on final confirmed equipment and asset inventory list.
6. Party B will issue formal invoice to Party A. Party A will pay, within 30 days up receipt of Party B invoice, one time transfer price for Party B equipment and asset.
7. This Agreement has two copies, and will become effective upon execution by both parties. Each party will keep one copy, and each copy has same legal effect.
8. The final confirmed inventory list (including transfer price), will be an attachment to this Agreement, with same legal effect as the main agreement.

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Asiacom Americas Inc.

CAMiWell Inc. (USA)

Signature:

Signature:

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Name (print), Position:

Ben Tao Yuan, CEO

---

---

Name (print), Position:

Benlin Yuan, President

---

Date: 5/5/2019

---

Date:

---

05/05/2019

# Exhibit C

**CAMIWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**INVOICE**

DATE (发票日期) :  
2018-09-18

INVOICE # (发票编号) :  
CI\_2018\_119

**Bill To:**

**Beijing Asiacom Info Technology Co.,Ltd**  
**北京亚康万伟信息技术有限公司**

Floor 8 Chuangfu Building, Block 18 Danling St.,  
Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
Phone(电话): +86(10)-58834060

**For:**

**Ali USA IDC Cabling Project Service (Jan 2018 to Jul 2018)**  
**阿里美国IDC机房网络布线项目服务 (2018年1月至7月)**

Currency(货币): US\$(美元)

| SALES DESCRIPTION (产品/服务内容)   | AMOUNT (金额)         |
|---|---------------------|
| Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Balance Payment)<br>阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付)<br>(2018年1月至7月31日交付完成的项目) (费用余款) | 325,910.84          |
| <b>CAMIWell 美元账户电汇信息:</b><br>账户名: CAMIWell Inc<br>账户货币: 美元<br>帐号: [REDACTED]<br>开户银行: Bank of Montreal (加拿大蒙特利尔银行)<br>开户银行地址:<br>2825 Eglinton Ave. West,<br>Mississauga, ON, L5M 6J3<br>Canada<br>BMO SWIFT BIC Code: BOFMCAM2<br>BMO本地清算号: CC000139782                |                     |
| Subtotal (小计)   | \$325,910.84        |
| HST (税)   | \$0.00              |
| <b>TOTAL(总计) (美元)</b>   | <b>\$325,910.84</b> |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字) :

THANK YOU FOR YOUR BUSINESS!  
谢谢合作!

**CAMIWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
 Mississauga, ON L5M 5S1, Canada  
 Phone: +1(416)640-8325

**INVOICE**

**DATE (发票日期) :**  
 2018-08-15

**INVOICE # (发票编号) :**  
 CI\_2018\_116

**Bill To:**

Beijing Asiacom Info Technology Co.,Ltd  
 北京亚康万玮信息技术有限公司

**For:**

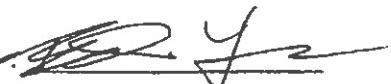
Ali USA IDC Cabling Project Service (Jan 2018 to Jul 2018)  
 阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,  
 Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
 北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
 Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

| SALES DESCRIPTION (产品/服务内容)  | AMOUNT (金额)         |
|--|---------------------|
| Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Partly Payment)<br>阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付)<br>(2018年1月至7月31日交付完成的项目) (部分费用) | \$350,000.00        |
| <b>CAMIWell 美元账户电汇信息:</b>  |                     |
| 帐户名: CAMIWell Inc.   |                     |
| 帐户货币: 美元   |                     |
| 帐号: [REDACTED]   |                     |
| 开户银行: Bank of Montreal (加拿大蒙特利尔银行)   |                     |
| 开户银行地址:  |                     |
| 2825 Eglinton Ave. West<br>Mississauga, ON. L5M 6J3<br>Canada  |                     |
| BMO SWIFT BIC Code: BOFMCAM2   |                     |
| BMO本地清算号: CC000139782  |                     |
| Subtotal (小计)  | \$350,000.00        |
| HST (税)  | \$0.00              |
| <b>TOTAL(总计) (美元)</b>  | <b>\$350,000.00</b> |

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
 如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字): 

THANK YOU FOR YOUR BUSINESS!  
 谢谢合作!

**E X H I B I T   B**

**REDLINE VERSION OF PROPOSED VERIFIED SECOND  
AMENDED DERIVATIVE COMPLAINT**

1 James Cai (SBN 200189)  
2 [jcai@sacattorneys.com](mailto:jcai@sacattorneys.com)  
3 Brian A. Barnhorst (SBN 130292)  
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12 **UNITED STATES DISTRICT COURT**  
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
14 JINJU ZHANG, an individual; Case No.: 3:23-cv-05818-CRB  
15 Plaintiff,  
16 vs.  
17 BENLIN YUAN, an individual; HONG LIN,  
18 an individual; CAMIWELL, INC., a California  
19 corporation; CAMIWELL, INC. (CANADA),  
a Canadian corporation; BEIJING ASIACOM  
20 INFORMATION TECHNOLOGY CO., LTD.,  
a Chinese corporation; ASIACOM  
21 AMERICAS, INC., a Virginia corporation;  
BANK OF AMERICA CORPORATION, a  
22 National Association; and DOES 1 to 20,  
inclusive,  
23 Defendants.  
24 AND RELATED CROSS-ACTIONS

1 [PROPOSED] **VERIFIED** SECOND  
AMENDED COMPLAINT  
1. CONVERSION  
2. BREACH OF FIDUCIARY DUTY  
3. **FRAUD (CONCEALMENT)**  
3.4. **FRAUD (INTENTIONAL  
MISREPRESENTATION)**  
4.5. UNJUST ENRICHMENT  
5.6. UNJUST ENRICHMENT  
6.7. COMMON COUNTS: MONEY HAD AND  
RECEIVED  
7.8. COMMON COUNTS: MONEY HAD AND  
RECEIVED  
8.9. PRELIMINARY INJUNCTION  
9.10. DECLARATORY RELIEF  
10.11. BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND  
FAIR DEALINGS

25 [PROPOSED] **VERIFIED** SECOND AMENDED DERIVATIVE COMPLAINT  
26 1  
27  
28  
Zhang v. Yuan et al., 3:23-cv-05818-CRB

1  
2  
3 Comes now the Plaintiff, JINJU ZHANG (~~the Plaintiff~~ or "Zhang"), and alleges for himself and  
4 derivatively on behalf of nominal defendant CAMIWELL, INC. (formerly Camiwell, LLC, "Camiwell  
5 U.S."), as follows:

6 THE PARTIES

7 1. Plaintiff Zheng is an individual residing in Conroe, ~~Texas~~<sup>+TX</sup>, formerly residing in Santa Clara  
8 County, CA.

9 2. Plaintiff is informed and believes and, based thereon, alleges that Defendant BENLIN YUAN  
10 ("Yuan") is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times  
11 conducting business in Santa Clara County, California. Plaintiff is informed and believes, and thereon  
12 alleges that ~~Defendant~~ Yuan ~~was~~ and ~~is~~, at all relevant times, ~~was~~ the CEO of Camiwell~~Inc.~~  
13 ~~(Camiwell U.S.)~~ and ~~holds~~ 40% of ~~the~~ its shares of ~~Camiwell U.S.~~, that he ~~was~~ and ~~is~~ an  
14 employee ~~and/or agent~~ of Defendant BEIJING ASIACOM ~~INFORMATION INFORMATION~~  
15 TECHNOLOGY CO., LTD ("Asiacom China")<sup>+1</sup>, as its key business ~~manager~~<sup>+2</sup> manager in charge of  
16 its businesses in the U.S. and Canada; and ~~that he was and is the spouse of Defendant HONG LIN~~  
17 ~~(Lin)~~.

18 3. Plaintiff is informed and believes and, based thereon, alleges that ~~Defendant HONG LIN~~  
19 ~~(Lin) is the spouse of Yuan, and~~ is an individual residing in Mississauga, Ontario, Canada, and was  
20 at all relevant times conducting business in Santa Clara County, California ~~Lin; that she is the spouse~~  
21 ~~of Yuan, and that,~~ at all relevant times, ~~she~~ owned at most 25% of the shares of Camiwell U.S.

22 4. Plaintiff is informed and believes and, based thereon, alleges that ~~nominal Defendant~~  
23 ~~CAMIWELL, INC.~~ ~~(Camiwell U.S.)~~, is and, at all times relevant to this action, was a California  
24 corporation conducting business in Santa Clara County, California, with its principal place of business  
25 in Santa Clara County, California.

26  
27  
28 + Previously, Mr. Zhang resided in Santa Clara County, California.

5. Plaintiff is informed and believes and, based thereon, alleges that Defendant CAMIWELL, INC. (CANADA) ("Camiwell Canada"), is and, at all times relevant to this action, was a Canadian corporation conducting business in Santa Clara County, California.

6. Plaintiff is informed and believes and, based thereon, alleges that **Defendant BEIJING ASIACOM INFORMATION TECHNOLOGY CO., LTD** ("Asiacom China") was and is a Chinese information technology services company headquartered in Beijing, China, that provides IT services (such as network cabling and server operation and maintenance in data centers for major ~~customers~~customers such as Alibaba and Didi, ~~in China and US~~) throughout China and in California, including in this judicial district. At all relevant times, Yuan was and is Asiacom China's key business manager and agent and/or employee, at all relevant times, in charge of business in the U.S. and Canada is Defendant Yuan.

7. Plaintiff is informed and believes and, based thereon, alleges that Defendant ASIACOM AMERICAS, INC. ("Asiacom U.S.") ~~Americas~~, is a Virginia corporation wholly owned by Asiacom China, and that, at all times relevant, it was and is conducting business in Santa Clara County, California, through its key business manager and agent and/or employee, Yuan.

8. Plaintiff is informed and believes and, based thereon, alleges that Defendant BANK OF AMERICA CORPORATION ("B of A") is a National Association, and, at all times relevant, was and is conducting business in Santa Clara County, California.

9. Plaintiff is informed and believes and, based thereon, alleges that, at all relevant times, each of the Defendants other than B of A, or some of them, were the partners, agents, servants, and/or employees of one or more of the other said Defendants and, in doing the things hereafter alleged, were acting within the scope of said Defendants' authority such as a partner, agent, servant, and/or employee and with the permission and consent of the other Defendants.

## **JURISDICTION AND VENUE**

10. The Court has subject matter jurisdiction over this matter and its California state law claims pursuant to 28 U.S.C. §§ 1332 and 1337.

1       11. The Court has personal jurisdiction over Defendants because they purposefully availed  
 2 themselves of the benefits and protections of the laws of the State of California and the United States  
 3 and have substantial minimum contacts ~~to with~~ and business in this judicial district:

- 4       i) The Court has personal jurisdiction ~~to over~~ Defendants Yuan and Lin, who have  
       5 purposefully availed themselves ~~to of~~ the benefits and protections of the laws of  
       6 the State of California as owners of Camiwell U.S., ~~a California corporation~~  
       7
- ii) The Court has personal jurisdiction over Camiwell U.S., ~~a California~~  
       8 ~~corporation~~ with a principal place of business in Santa Clara County, California,  
       9 ~~as it which has~~ purposefully availed itself ~~to of~~ the benefits and protections of the  
 10 laws of the State of California by registering ~~it's its~~ corporate status with the  
 11 Office of the California Secretary of State's Office State.
- iii) The Court has personal jurisdiction over Asiacom ~~U.S.-Americas~~ as it  
       13 purposefully availed itself ~~to of~~ the benefits and protections of the laws of the  
       14 State of California ~~with by~~ its filing of ~~a~~ corporate status ~~registered~~ with the  
       15 Office of the California Secretary of State's Office State to do business in the  
       16 State of California, and ~~paid by paying~~ taxes to the California Franchise Tax  
       17 Board to keep its corporate status active in the State of California. Asiacom  
       18 ~~U.S.-Americas~~ has sufficient minimum contacts with the State of California by  
       19 conducting business ~~in the County of Santa Clara, California,~~ through ~~it's its~~ key  
       20 business manager and agent and/or employee Defendant Yuan ~~in the County of~~  
       21 ~~Santa Clara, California.~~
- iv) The Court has personal jurisdiction over Camiwell Canada ~~as it has due to its~~  
       23 sufficient minimum contacts with the State of California ~~as it shares because, at~~  
       24 ~~all times relevant, it shared with Camiwell U.S.~~ the same website, same  
       25 customers, and same ownership (except for Zhang, who ~~does is~~ not ~~own an owner~~  
       26 ~~of Camiwell Canada) as Camiwell U.S.).~~ and ~~performs performed~~ the same  
       27 business services and ~~utilizes utilized~~ the same or substantially similar employees  
       28 as Camiwell U.S., which has a principal place of business in Santa Clara

| [PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

1 County, California. As CEO of Camiwell Canada, Defendant Benlin Yuan  
 2 (Yuan) managed all projects and sent out emails to his employees directing them  
 3 to work in California. On a systematic and quarterly basis, Yuan and his  
 4 employees traveled to California for work and lived in Plaintiff's house in San  
 5 Jose, California. As CEO of Camiwell Canada, he actively directed Camiwell  
 6 U.S. to commit tax fraud by sending out fake invoices for services for consulting  
 7 that were never rendered and asked Camiwell U.S. to pay share shareholder  
 8 dividends in the guise of consultant fees.

9 ~~12~~—The Court has personal jurisdiction over Asiacom China as it purposely availed itself of the  
 10 ~~protections~~, privileges, and benefits of the protection of the laws of the State of California when it hired  
 11 ~~Defendant retained~~ Yuan as its key manager and agent and/or employee in developing and executing  
 12 Asiacom China's execution of business in the State of California. Asiacom China also had sufficient  
 13 minimum contacts which were continuous and systematic with the State of California, which at all  
 14 relevant times, were continuous and systematic, when it subcontracted its IT work with Camiwell U.S.,  
 15 which accounted for 95% of Camiwell U.S.'s business. The IT work was performed by approximately  
 16 35 engineers of Camiwell U.S. in Virginia and 15 engineers in California and at two data centers for  
 17 network cabling and server maintenance in the Santa Clara, California. As evidenced in an email by  
 18 Feng Wang, Vice President of Based on Asiacom China in charge of overseas business, Wang thanked  
 19 Camiwell U.S.'s past years of service and wanted to ensure a smooth transition with Camiwell U.S.'s  
 20 engineers assisting Asiacom U.S.'s engineers when Asiacom China sets up its own operations in the U.S.  
 21 See Exhibit A, Email from Feng Wang dated November 20, 2018 with translation from Chinese to  
 22 English.

23 v) In fact China's conduct as alleged herein, this representation was untrue since  
 24 Asiacom U.S. immediately thereafter conjured a secret plan with Yuan and his  
 25 brother Ben Tao Yuan to raid Camiwell U.S. by hiring away (instead of  
 26 transitioning to work to Asiacom U.S.'s own engineers, because there was none)  
 27 all of approximately 50 of its engineers (15 of whom were working in data  
 28 centers located in Santa Clara County, California) and looting almost all of

1 Camiwell U.S.'s equipment and assets for a nominal amount of \$37,000. This  
 2 Court's exercise of jurisdiction over the Defendants Asiacom China would  
 3 comport with traditional notions of fair play and substantial justice.

4 12. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

5 13. Venue is proper in the Court pursuant to 28 U.S.C. § 1331 because a substantial part of the  
 6 events and omissions giving rise to the claims alleged in this First Amended Complaint herein occurred  
 7 in Santa Clara, California, and the Northern District of California. Also, the core business and assets at  
 8 issue in this First Amended Complaint were and are primarily in this judicial district.

9 ~~14. The amount in controversy exceeds \$75,000 exclusive of interest and costs.~~

10 **ALTER EGO ALLEGATIONS**

11 14. 15 Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and  
 12 Lin, Camiwell Canada, and Asiacom U.S. is Americas are and, at all times since its formation,  
 13 were the alter egos of each other; there was a unity of ownership and interest by and between, and  
 14 among said Defendants Yuan, Lin, Camiwell Canada, and Asiacom U.S. such that any separateness  
 15 between them has never existed. and/or has ceased to exist.

16 15. Yuan and Lin own and, at all relevant times, owned Camiwell Canada, concealing from  
 17 Plaintiff Zhang, Yuan, while being CEO of is informed and believes, and based thereon, alleges that  
 18 Camiwell Canada was formed and operated with inadequate capitalization, had no employees, and  
 19 failed to respect corporate formalities.

20 16. Yuan and Lin were the directors of Camiwell Canada from the time of its formation. In January  
 21 of 2019, Lin was removed as a director and was replaced by Feng Wang and Jiang Xu. Plaintiff  
 22 Camiwell U.S. is informed and believes, and based thereon, alleges that Feng Wang and Jiang Xu are  
 23 two members of senior management of Asiacom China and Asiacom Americas.

24 Without Plaintiff's knowledge or consent, while CFO of Camiwell U.S., and at the direction of Asiacom  
 25 China, Yuan secretly incorporated Asiacom U.S.-Americas with his brother Ben Tao Yuan as its CEO  
 26 as a subsidiary for of Asiacom China and as a competitor of Camiwell US, together, Yuan, Ben Tao  
 27 Yuan, Lin, and Asiacom U.S. carried out a secret corporate raid plan against Camiwell U.S., by hiring  
 28 away all its engineers and acquiring all its assets for the nominal amount of \$37,000 (pursuant to a secret

1 ~~contract signed by Yuan as President of Camiwell U.S. and his brother Ben-Tao Yuan as CEO of Asiacom  
2 U.S.)~~

3 16. U.S. Plaintiff is informed and believes, and based thereon, alleges that Defendants ~~Camiwell~~  
4 ~~Canada and Asiacom U.S. were Americas was~~ formed and operated with inadequate capitalization, ~~had~~  
5 ~~no employees~~, and failed to respect ~~other~~ corporate formalities ~~that would indicate a separate existence~~  
6 ~~from each other~~.

7 17. Plaintiff is informed and believes, and, ~~bases~~~~based~~ thereon, alleges that Camiwell Canada and  
8 Asiacom Americas had no separate existence even before Asiacom China~~Americas~~ acquired Camiwell  
9 Canada in May of 2019.

10 17-18. Plaintiff is informed and believes, and, ~~based~~ thereon, alleges that Defendants Yuan and Lin,  
11 Camiwell Canada, and Asiacom ~~U.S.Americas~~ commingled and failed to segregate the funds and assets  
12 of each other from their own and treated the assets and funds nominally belonging to each other as their  
13 own funds.

14 18-19. Plaintiff is informed and believes, and based thercon, alleges that Defendants Yuan and Lin  
15 ~~have controlled, dominated, managed, and operated Camiwell Canada since its formation~~ for their  
16 benefit ~~from the time of its formation until January of 2019, when Asiacom China effectively took~~  
17 ~~control, and then ultimately acquired it in May of 2019.~~

18 19-20. Plaintiff is informed and believes, and based thereon, alleges that ~~Defendants~~-Yuan and Lin,  
19 ~~together with Asiacom China~~, have controlled, dominated, managed, and operated Asiacom  
20 ~~U.S.Americas~~ since its formation for their benefit.

21 20-21. Plaintiff is informed and believes, and based thereon, alleges that ~~Defendant~~-Camiwell Canada  
22 and Asiacom ~~U.S.Americas~~ is, and at all times mentioned was, a mere shell, instrumentality and  
23 conduit through which ~~Defendants~~-Yuan and Lin ~~carry~~carried on their activities. ~~Defendants~~-Yuan and  
24 Lin exercised ~~and continue to exercise~~ such complete control and dominance of the activities of  
25 ~~Defendant~~-Camiwell Canada and Asiacom ~~U.S.Americas~~ that any individuality or separateness of them  
26 do not, and all relevant times did not, exist. Plaintiff is informed and believes, and based thereon,  
27 alleges that ~~Defendant~~-Camiwell Canada and Asiacom ~~U.S.Americas~~ existed ~~and exist~~ solely to ensure  
28 that ~~Defendants~~-Yuan and Lin remain "judgment proof."

| ~~(PROPOSED) VERIFIED~~ SECOND AMENDED DERIVATIVE COMPLAINT

1   22. Plaintiff is informed and believes, and based thereon, alleges that Asiacom China caused  
 2   Asiacom Americas to be created solely to insulate itself from liability in the US and Canada.  
 3   21.23. Adherence to the fiction of the separate existence of Defendants Asiacom China, Asiacom  
 4   Americas, Camiwell Canada, Asiacom U.S., Yuan, and Lin as entities distinct from each other would  
 5   permit an abuse of privileges against liability afforded to companies and corporations, and would result  
 6   in unfairness to Plaintiff and an inequitable result. It would promote injustice by allowing said  
 7   Defendants Camiwell Canada, Asiacom U.S., Yuan, and Lin to evade liability and/or to veil assets that  
 8   should in equity be used to satisfy the judgment sought by Plaintiff in this action.

#### GENERAL ALLEGATIONS

10   24. Camiwell U.S. is an information technology company based in Santa Clara, California. At all  
 11   times relevant, the directors were and are Zhang, Yuan, and Lin; the officers were Zhang, Yuan, and  
 12   Lin; the officers were and are Zhang, Yuan, and Hui Sun ("Sun"); the shareholders were and are Yuan  
 13   (40%), Zheng (35%), and Lin (25%). Lin and Yuan are married and therefore jointly control 65% of  
 14   the equity of Camiwell U.S. Plaintiff is informed and believes, and, based thereon, alleges that  
 15   Camiwell Canada is located in Mississauga, Ontario, Canada; it was incorporated by Yuan, Yuan and  
 16   Lin formed Camiwell Canada on or about 12/5/13, and were initially the sole owners and directors.  
 17   25. Zhang formed Camiwell U.S. initially as a Delaware LLC on 9/16/14; on or about 6/8/2018, it  
 18   was converted into a California corporation. At all times relevant, the directors were and are Zhang,  
 19   Yuan, and Lin; the officers were and are Zhang, Yuan, and Hui Sun; the shareholders were and are  
 20   Yuan (40%), Zheng (35%), and Lin (25%). As husband and is owned exclusively by wife, Yuan and  
 21   Lin initially, jointly control 65% of the equity of Camiwell U.S.

22   |||||

23   22. Camiwell U.S. did not have much business when it started is an information technology company  
 24   based in Santa Clara, California. Beginning in 2014.  
 25   23. In December of 2015, Camiwell U.S.'s business started to grow.  
 26   24. 26. From 2016 to 2017, Camiwell U.S.'s business continued began to grow. This trend continued  
 27   through 2016 and 2017; however, Yuan was unwilling to provide business operation data and contract  
 28   information.

1 25.27. In the early months of 2018, Yuan refused to provide business and accounting records to Zhang  
 2 and told Zhang there were no written contracts and only verbal agreements with Asiacom China, its  
 3 major customer.

4 28. AfterIn or about May of 2018, Yuan told Zhang that Asiacom China wanted to merge with  
 5 Camiwell U.S., but he refused to disclose to Zhang any concrete terms and/or conditions. Therefore,  
 6 Zhang responded in the negative forDue to this lack of visibility – transparency, Zhang refused to  
 7 consent to the merger.

8 26.29. Yuan next suggested that Camiwell U.S. be sold to Camiwell Canada to company that, which  
 9 Yuan and Lin owned), and that they would then sell Camiwell Canada to Asiacom China.

10 27.30. A few days later, Asiacom China offered to purchase Camiwell U.S.and let, proposing that  
 11 Yuan would be in charge of the Virginia office and do business in the East Coast, and while Zhang  
 12 would be in charge of the California site and do business in the West Coast. Zhang refused, and the  
 13 merger negotiations ended.

14 28.31. Until the end of 2018, Camiwell U.S.'s main customer was Defendant-Asiacom China, which is  
 15 a contractor for large Chinese technology companies such as Alibaba (China's equivalent of Amazon)  
 16 and Didi (Uber), providing mainly local data center server operation and maintenance and network  
 17 cabling services. Asiacom China would subcontract its IT work to Camiwell U.S. through various  
 18 service contracts accounting for about 95% of Camiwell U.S.'s business. The IT work was performed  
 19 by approximately fifty35 engineers of Camiwell U.S., approximately fifteen of whom were working in  
 20 Virginia and 15 engineers in California at two data centers for network cabling and server maintenance  
 21 in Santa Clara, California.

22 32. On November 20, 2018, Feng Wang, General Manager and Vice President of Asiacom China in  
 23 charge of overseas business, sent an email and thankedto Camiwell U.S. thanking Yuan and Plaintiff  
 24 Zhang for Camiwell U.S.'s past years of service and advising that Asiacom China "plans to set up a US  
 25 subsidiary, to undertake onsite service business for US customers starting January 1, 2019 . . . " He  
 26 wanted to ensure a smooth transitionwith, and stated, "During the transition, US Camiwell  
 27 U.S.'sonsite engineers assistingwill assist Asiacom U.S.'sUS onsite engineers when Asiacom China set

28

1 up its own operations in the to complete onsite operation maintenance." A true copy of that email, with  
 2 translation from Chinese to English, is appended as Exhibit A hereto.

3 29.33. In fact, as detailed below, this representation was untrue. Asiacom China had no onsite  
 4 engineers, and "Asiacom US" (which did not yet exist; see next paragraph) had none, either. Rather,  
 5 Yuan conspired with Asiacom China to hire away Camiwell U.S. engineers and to acquire Camiwell  
 6 U.S. equipment and assets for a nominal sum.

7 34. The day after Wang's email—November 21, 2018—a company named UCC Retrievals, Inc.,  
 8 "pursuant to instructions of counsel," submitted for filing with the Corporation Commission of the  
 9 Commonwealth of Virginia the Articles of Incorporation for Asiacom Americas Inc. The sole  
 10 incorporator was Ruming Liu. Plaintiff is informed and believes, and, based thereon, alleges that Ms.  
 11 Liu is an attorney in Sunnyvale, CA (SBN 282062). According to the Articles of Incorporation, the  
 12 initial directors were Ben Tao Yuan, the brother of Defendant Yuan, Feng Wang, the aforementioned  
 13 General Manager of Asiacom China, and Jiang Xu. Plaintiff is presently unaware of Mr. Xu's  
 14 capacity, but he appears to be with Asiacom China; he was cc'd (at qxu@asiacom.net.cn) on the email  
 15 from Wang and both he and Wang list the same address in Beijing. Plaintiff had no contemporaneous  
 16 knowledge of this filing.

17 30.35. On November 24, 2018, at a Camiwell U.S. shareholder meeting, Yuan told Plaintiff Zhang that  
 18 he would be fully loyal to Camiwell U.S. and not do anything that would be competitive against  
 19 Camiwell U.S.

20 31. On November 26, 2018, after the failure of the attempted acquisition of Camiwell US and  
 21 concealing from Plaintiff Asiacom China in collusion with Yuan incorporated Asiacom U.S. as its  
 22 subsidiary, with Yuan's brother Ben Tao Yuan acting as its CEO, using the Camiwell's address in  
 23 Virginia as its office in US.

24 36. Concealing from Plaintiff and contrary to the promise of Feng Wang for a professional and  
 25 cooperative transition of business, Asiacom U.S., through Yuan The effective date of the Certificate of  
 26 Incorporation of Asiacom Americas Inc. was November 26, 2018. Its initial address listed in the  
 27 Articles of Incorporation was 45800 Amsterdam Terrace, #36, Dulles, VA 20166-100 Shockoe Slip 2d  
 28 Floor, Richmond, VA, which was the business address for Camiwell U.S.

1     37. On November 30, 2018, Ben Tao Yuan signed and caused to be filed with the California  
 2     Secretary of State a Statement and Designation by Foreign Corporation for Asiacom Americas Inc.

3     38. On January 30, 2019, Defendant Lin was replaced on the board of Camiwell Canada by Feng  
 4     Wang and Jiang Xuli.

5     32. On or about May 5, 2019, Ben Tao Yuan, as CEO of Asiacom Americas, and his brother Ben Tao  
 6     Yuan as CEO of Asiacom U.S., carried out a secret corporate raid plan by hiring almost all 50 of the  
 7     engineers of Camiwell U.S. (instead of transitioning the work from Camiwell U.S.'s engineers to Asiacom  
 8     U.S.'s engineers, which were non-existing), and purchasing all of Camiwell U.S.'s equipment necessary  
 9     for business for the nominal amount of \$37,281.29 pursuant to a Defendant Benlin Yuan, as President  
 10     of Camiwell U.S., entered into the Device and Asset Transfer Agreement (the "Asset Transfer  
 11     Agreement") with Yuan signing as President of Camiwell U.S. and his brother Ben Tao Yuan as CEO of  
 12     Asiacom U.S. See Exhibit B, Device and Asset Transfer Agreement with "], a true copy of which, with  
 13     translation from Chinese to English.

14     33-39. Concealing from Plaintiff, Yuan as CEO of Camiwell U.S. signed, is appended as Exhibit B  
 15     hereto. By the terms of that agreement, Asiacom Americas acquired all of the assets and equipment of  
 16     Camiwell U.S. for the nominal sum of \$37,281.29. Plaintiff only became aware of the Asset Transfer  
 17     Agreement, that transferred almost all assets of Camiwell U.S. to Asiacom U.S., with Yuan's brother  
 18     signing on behalf via discovery in the State Action (see ¶ 41, infra) in or about October of Asiacom  
 19     U.S. which was and is, at all relevant times, a subsidiary of Asiacom China2021.

20     34-40. Plaintiff is informed and believes and, based thereon, alleges that Yuan and his brother hold an  
 21     ownership interest in Asiacom China— and/or Asiacom Americas.

22     35. In or about 2018, Asiacom China was planning an initial public offering (IPO) of its stock in  
 23     China.

24     36-41. After losing the business of Asiacom China, Yuan began to push Zhang to dissolve Camiwell  
 25     U.S. Zhang became suspicious of Yuan's motives, and demanded corporate documents of Camiwell

26

27

28

1 U.S. to no avail. On or about July 20, 2020, Zhang initiated a lawsuit in Santa Clara County Superior  
 2 Court (Case No. 20CV368535, the "State Case") against Yuan, Lin, and Camiwell U.S.<sup>2</sup>

3 ~~37. Plaintiff did not discover the Asset Transfer Agreement until discovery in the State Case took  
 4 place in or about October 2021.~~

5 ~~38.42. In or about December 2021, Defendant Asiacom China registered its stock for an initial public  
 6 offering (IPO) in China. According to its Registration Statement (rough English translation), "Due to  
 7 the failure of the acquisition of Camiwell in the United States, on November 26, 2018, the company  
 8 established the U.S. Asiacom to be responsible for the execution of business in the United States. At  
 9 present, the United States and Canada are executed by Asiacom in the United States and Camiwell in  
 10 Canada respectively, and the main business leader is still Benlin Yuan."~~

11 ~~43. Only when he downloaded the Registration Statement in October of 2021 did Plaintiff become  
 12 aware of the scheme, as alleged herein, by which the Defendants deprived him of his rights and interest  
 13 in Camiwell U.S.~~

14 ~~39. According to the Asiacom China IPO Registration Statement, after Yuan registered the formation  
 15 of Asiacom U.S., Camiwell Canada was acquired by Americas, in or about May of 2019. Asiacom China  
 16 (through its subsidiary in Hong Kong, Rongsheng Hi-Tech) in or about May 2019.~~

17 ~~40. According to the Asiacom China IPO registration statement, Yuan and Lin were paid RMB  
 18 10,570.5 million (USD and RMB exchange ratio at the time of the Complaint is about 1:7.28) for the sale  
 19 of acquired Camiwell Canada, paying Yuan and Lin over \$1.5 million in June of 2019.~~

20 ~~44. According to Again, Plaintiff became aware of this only in October of 2021 when he obtained  
 21 the Asiacom China IPO Registration Statement.~~

22 ~~44.45. According to the Registration Statement, Camiwell Canada diverted Asiacom China's business  
 23 from Camiwell U.S. to Camiwell Canada, in the amount of RMB 6.5845 million (currently about  
 24 \$905,908) and RMB 3.6031 million (\$495,721) in 2018 and 2019, respectively, while outsourcing to  
 25 Camiwell U.S. to provide the same IT services for no consideration. In other words, Camiwell U.S.~~

27  
 28 <sup>2</sup> In September of 2023, the State Case concluded with Zhang accepting separate offers to compromise from Yuan/Lin and  
 Camiwell U.S. pursuant to California Code of Civil Procedure section 998

1 employees did the work (and thus Camiwell U.S. incurred the expense of their salaries), but Camiwell  
 2 Canada received the income. Plaintiff is informed and believes and, based thereon, alleges that  
 3 Camiwell Canada was able to minimize its own expenses by maintaining a barebones operation with  
 4 only two employees. Plaintiff is further informed and believes and, based thereon, alleges that  
 5 Camiwell Canada's actions were at the direction of Asiacom China and/or Asiacom Americas.  
 6 ~~42-46.~~ This scheme enabled Yuan and Lin to maximize their profit (approximately \$1.4 million)  
 7 through Camiwell Canada at the expense of Camiwell U.S., and enabled them to subsequently sell  
 8 Camiwell Canada to Asiacom China for over \$1.5 million dollars. None of said information and facts  
 9 were available to Zhang at the time he filed the State CaseAction, and the same were not alleged as part  
 10 of his claims in that action.

11 ~~43-47.~~ Following the 998 offers and acceptances in the State CaseAction, Yuan and Lin resumed their  
 12 looting and assault on Camiwell U.S.<sup>4</sup>

13 ~~44-48.~~ On September 28, 2023 (less than a week after the 998 offers were accepted), without Zhang's  
 14 knowledge or consent, Yuan and Lin filed a Certificate of Election to Wind Up and Dissolve Camiwell  
 15 U.S. without Zhang's knowledge or consent.<sup>5</sup>

16 ~~45-49.~~ Next, they Yuan and Lin made three separate and unauthorized withdrawals totaling almost  
 17 \$672,000 from Camiwell U.S.'s account at Bank of America (account number 3251 1222 0628), all  
 18 without Zhang's knowledge or consent, as follows:

- 19     a. \$162,500 transfer to a Canadian company controlled by Yuan called SeinalScinall  
 20                 Inc., Canada.

21  
 22  
 23 <sup>4</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution has not yet occurred because Camiwell's  
 24 two remaining creditors have not yet been paid, the final tax returns have not yet been filed, and the balance of funds  
 25 remaining after payment of the creditors has not yet been disbursed to shareholders. Camiwell Inc. currently has  
 26 \$211,741.01 in funds left. These funds, along with any derivative recoveries that may be obtained in the District Court  
 27 action, are its only remaining assets. Its only remaining creditors are its accountant (\$50,000) and its CPA (\$7,709.90), plus  
 28 any additional fees that may be incurred in filing the final returns.

<sup>5</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution of Camiwell U.S. has not yet occurred  
 because its two remaining creditors—its accountant (\$50,000) and its CPA (\$7,709.90)—have not yet been paid, the final  
 tax returns have not yet been filed, and the balance of funds remaining after payment of the creditors has not yet been  
 disbursed to shareholders. Camiwell U.S. currently has \$211,741.01 in funds left. These funds, along with any derivative  
 recoveries that may be obtained in the instant action, are its only remaining assets. Its only remaining payables are to its two  
 creditors plus any additional fees that may be incurred in filing the final returns.

- 1           b. \$200,000 in the form of a cashier's check payable to an unknown recipient  
 2           c. \$309,438 in the form of cashier's check payable to an unknown recipient

3 ~~46.50.~~ Even Camiwell U.S.'s own counsel in the State ~~CaseAction~~, Attorney Marie Quashnock,  
 4 recognized the above-referenced funds transfer as "unauthorized" and requested, to no avail, "that Mr.  
 5 Yuan immediately return all funds to Camiwell's accounts."

6 ~~47.51.~~ Plaintiff is informed and believes and, based thereon, alleges that, absent Court intervention,  
 7 Yuan and Lin plan to make even more unauthorized transactions, without ~~Zhen & Zhang's~~ consent and  
 8 inconsistent with the law and good business practices.

9 ~~48.52.~~ Ordinarily, Zhang would make a demand to the Board of Directors for Camiwell U.S. to take  
 10 action against Yuan and Lin to return the funds and profits back to Camiwell U.S.; however, such  
 11 demand would be futile and is excused by the fact that, as holders of a majority interest in Camiwell  
 12 U.S. and being two of the three directors, Yuan and Lin could decline to take any such action. Indeed,  
 13 after the 998 offers were accepted, Zhang demanded return of the funds, through his counsel to counsel  
 14 for Yuan and Lin, to no avail. ~~Even the request from Camiwell U.S.'s own counsel, hired by Yuan and~~  
 15 ~~Lin themselves, to return funds to Camiwell U.S. was rebuffed by counsel for Yuan and Lin.~~

#### FIRST CAUSE OF ACTION

##### Conversion

(Derivatively by Camiwell U.S. against Defendants Yuan and Lin)

19 ~~49.53.~~ Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 proceeding paragraphs 1-~~49.52~~ as if fully set forth herein.

21 ~~50.54.~~ Plaintiff is informed and believes that Camiwell U.S. owned and possessed \$672,000 in its  
 22 Bank of America account after the 998 offers were accepted.

23 ~~51.55.~~ Plaintiff is informed and believes and, based thereon, alleges that, shortly after the 998 offers  
 24 were accepted, Defendants Yuan and Lin substantially interfered with Camiwell U.S.'s ownership and  
 25 possession of ~~the~~ \$672,000 as hereinafter alleged by knowingly and misappropriating corporate assets of  
 26 Camiwell U.S. when they withdrew almost \$672,000 from Camiwell U.S.'s account at Bank of  
 27 America making the disbursements set forth in ¶ 49, *supra*, without justification, proper authorization or  
 28 authority consent from Camiwell U.S., and without Zhang's knowledge or consent.

1 52 Defendants converted and dispossessed said property, assets, and funds without proper  
2 authorization or consent from Camiwell U.S.

3 53-56 As a direct and proximate result of Defendants the conduct of Yuan and Lin's conduct, Lin as  
4 alleged herein, Camiwell U.S. has been damaged in an amount to be proven at trial, but not less than  
5 \$4,000,000.

6 54 Defendants Yuan and Lin's conduct were a substantial factor in causing Plaintiff's damage.

7 |||||

8 |||||

9 55-57 In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted  
10 with oppression, fraud, or malice, entitling Plaintiff to justifying an award of punitive damages in an  
11 amount sufficient to punish said Defendants and to deter such conduct.

12 **SECOND CAUSE OF ACTION**

13 **Breach of Fiduciary Duty**

14 *(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

15 56-58 Plaintiff restates and incorporates by this reference each of the allegations contained in the  
16 proceeding paragraphs 1-4952 as if fully set forth herein.

17 57-59 As members of the Board Directors of Camiwell U.S., Defendants Yuan and Lin owed to the  
18 company and to its shareholders, including Plaintiff, a fiduciary duty of loyalty.

19 58-60 As alleged herein, Defendants Yuan and Lin breached their fiduciary duties by  
20 misappropriating corporate assets of Camiwell U.S. when they withdrew almost \$672,000 from  
21 Camiwell U.S.'s account at Bank of America, without justification or authority, and without Zhang's  
22 knowledge or consent.

23 59-61 As a direct and proximate result of the conduct of Defendants Yuan and Lin, Camiwell  
24 U.S. and Plaintiff have been damaged in an amount to be proven at trial, but not less than \$4,000,000.

25 60 The conduct of Defendants Yuan and Lin was a substantial factor in causing such damage.

26 61-62 In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted  
27 with oppression, fraud, or malice, entitling Plaintiff and Camiwell U.S. to an award of punitive  
28 damages in an amount sufficient to punish said Defendants and to deter such conduct.

| [PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

15

Zhang v. Yuan, et al., 3:23-cv-05818-CRB

### **THIRD CAUSE OF ACTION**

#### **Fraud (Concealment)**

*(Derivatively by Camiwell U.S. against Asiacom China)*

62-63. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-4952 as if fully set forth herein.

63-64. After its attempt to legally acquire Camiwell U.S. failed, Asiacom China tried to effectively acquired Camiwell U.S. illegally and under the table.

64. On November, 20, 2018, Feng Wang, Vice President of Asiacom China in charge of overseas business, sent an email and thanked Camiwell U.S. for its past years of service to Asiacom China's customers and wanted to ensure a smooth transition with Camiwell U.S.'s engineers assisting Asiacom U.S.'s engineers when Asiacom China sets up its own operations in the U.S.

65. Defendant Asiaocom China intentionally concealed certain facts to Plaintiff, which was to conduct a corporate raid on Comowell U.S.

65. Unknown to Plaintiff at the time and contrary to the promise of Feng Wang for a professional and cooperative transition of business as alleged herein, Feng Wang sent an email on November 20, 2018, to Camiwell U.S., addressed to Zhang and Yuan. Although Wang arguably had no duty to speak once he did, he had an obligation to speak truthfully because he made certain representations but did not disclose facts that materially qualified the facts disclosed or that rendered his disclosure likely to mislead, because the facts were known or accessible only to him and he knew they were not known to or reasonably discoverable by Plaintiff, and he actively concealed from Plaintiff the ability to discover the true and complete facts. Under the circumstances, it was it wrongful for him to remain silent.

66.—As alleged herein, Asiacom China secretly engaged Yuan as its manager and agent to take charge of its North America ~~operations~~operations. Asiacom China, through its subsidiary Asiacom U.S., which was incorporated by Yuan ~~Americas~~, and conspiring with Yuan and his brother Ben Tao Yuan (acting as CEO of Asiacom U.S. ~~+ Americas~~), carried out a secret corporate raid plan ~~shortly after November 24, 2018~~ against Camiwell U.S. ~~by hiring It hired~~ almost all of the Camiwell U.S.'s 50 engineers ~~of Camiwell U.S.~~ and ~~purchasing~~ without Plaintiffs' knowledge or consent, acquired Camiwell U.S.'s equipment,

1 files, documents, programs, and specifications necessary for business for the nominal amount of  
 2 \$37,281.29.

3 67.66 Unknown to Plaintiff and in collusion with Asiacom China, Yuan signed via the Asset Transfer  
 4 Agreement, which Yuan signed as President of Camiwell U.S. that transferred almost all assets of  
 5 Camiwell U.S. to Asiacom U.S., with Yuan's brother signing on behalf of Asiacom U.S. (as its  
 6 CEO) which was and is, at all relevant times, a subsidiary of Asiacom China signed as CEO of Asiacom  
 7 Americas.

8 68.67 Camiwell U.S.—and, in particular, Zhang—did not know of the concealed facts that Asiacom  
 9 China had a secret raid plan, and Yuan that Asiacom China had engaged Yuan as its manager and agent  
 10 to take charge of its North America operations, and that Yuan had signed an Assets Transfer  
 11 Agreement in which Asiacom U.S.-Americas hired almost all 50 of the engineers of Camiwell U.S. and  
 12 purchased Camiwell U.S.'s equipment, etc., for a nominal amount until Zhang later found out from  
 13 the learned of it during discovery in the State Case Action in August 2023/October of 2021. Camiwell  
 14 U.S. reasonably relied upon in good faith of Asiacom China's words that it wanted to ensure a smooth  
 15 transition and Yuan's word that he would be fully loyal to Camiwell and not do anything competitive  
 16 against Camiwell U.S.

17 69.68 Asiacom China intended to deceive Plaintiff by concealing the facts and never voluntarily came  
 18 forth with such information. Asiacom had a desire never to tell Zhang—Zhang would have never  
 19 known about these fact until they were revealed in Yuan and Lin's discovery in August 2023—October  
 20 of 2021.

21 //////  
 22 //////  
 23 //////  
 24 //////  
 25 //////

26 70.69 Had the omitted information been disclosed to Zhang and Camiwell U.S., Zhang and Camiwell  
 27 U.S.—they reasonably would have behaved differently by negotiating a fair market value for asset  
 28 purchase price for the Camiwell U.S. assets, as it was they were trying to do before Asiacom China's

1 attempted acquisition failed. ~~Camiwell U.S.~~ They reasonably would have hired counsel to block the  
 2 ~~give away~~~~giveaway~~ of its assets pursuant to the Asset Transfer Agreement  
 3 between two related people (Yuan and his brother Ben Tao Yuan) without Board or shareholder  
 4 approval ~~from Camiwell U.S.~~, in violation of California Corporations Code section 1001(a).

5 ~~71-70.~~ Plaintiff and Camiwell U.S. was harmed when Camiwell U.S. lost almost all 50 of its engineers  
 6 and ~~#the~~ equipment, ~~etc.~~ necessary for the business.

7 ~~72-71.~~ Defendant Asiacom China's concealment was a substantial factor in causing Plaintiff and  
 8 Camiwell U.S.~~'s~~~~s~~ harm.

9 ##

10 ##

11 ##

12 ~~72. In engaging in the conduct as alleged herein, Asiacom China acted with oppression, fraud, or~~  
 13 ~~malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient~~  
 14 ~~to punish said Defendants and to deter such conduct.~~

#### FOURTH CAUSE OF ACTION

##### (Fraud) Intentional Misrepresentation

*(Derivatively by Camiwell U.S. against Camiwell Canada)*

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17 ~~73. Plaintiff restates and incorporates by this reference each of the allegations contained in the~~  
 18 ~~proceeding paragraphs 1-52 as if fully set forth herein.~~

19 ~~74. As an example of intentional misrepresentation committed by Camiwell Canada, on or about~~  
 20 ~~August and September 2018, Benlin Yuan as CEO of Camiwell Canada represented to Camiwell U.S.~~  
 21 ~~that Camiwell U.S. would get paid for services rendered to Beijing Asiacom.~~

22 ~~75. Camiwell Canada's representation was false as Camiwell U.S. did not get paid for services~~  
 23 ~~rendered to Asiacom China. Camiwell Canada invoiced Asiacom China approximately \$350,000 in~~  
 24 ~~August 2018 and \$326,000 in September 2018 in which Camiwell Canada was paid. These invoices~~  
 25 ~~were not discovered until Summer 2023 during discovery in the state case.~~

26 ~~76. Camiwell Canada knew the representations were false when made as they had a desire to~~  
 27 ~~continue having Camiwell U.S. provide services to Asiacom China for compensation. Additionally,~~

**[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT**

1 Camiwell Canada never had a desire to pay Camiwell U.S. and still has not paid Camiwell U.S. for  
 2 services rendered to Asiacom China.

3 77. Camiwell Canada intended that Camiwell U.S. rely on the representation that Camiwell U.S.  
 4 would get paid for the services rendered to Asiacom China. Camiwell Canada knew that Camiwell  
 5 U.S. would rely on the representation that it would get paid for services in order for Camiwell U.S. to  
 6 continue services for Asiacom China.

7 78. Camiwell U.S. reasonably relied on Camiwell Canada's representation by continuing to provide  
 8 services to Asiacom China.

9 79. Camiwell U.S. was harmed when Camiwell Canada did not pay Camiwell U.S. for services  
 10 rendered to Asiacom China.

11 80. Camiwell U.S.'s reliance on Camiwell Canada's representation was a substantial factor in  
 12 causing its harm.

### FIFTH CAUSE OF ACTION

#### Unjust Enrichment Based on Fraud

##### *(Corporate Raid on Camiwell U.S.)*

16 *↳ Derivatively by Camiwell U.S. against Asiacom China, and Asiacom U.S. Americas)*

17 74. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 18 proceeding paragraphs 1-~~4952~~ as if fully set forth herein.

19 77. By engaging in the fraudulent conduct by Feng Wang, Vice President of Asiacom China in  
 20 charge of overseas business in conspiring with Yuan, as alleged herein, Asiacom U.S. Americas and  
 21 Asiacom China received the benefit of Camiwell U.S.'s labor and services for \$37,281.29 when Yuan  
 22 and Asiacom China raided Camiwell U.S.'s assets and hired away 50 engineers to Asiacom  
 23 U.S.-Americas which provided the services to Asiacom China. These assets included programs, files,  
 24 customer information, technology, data, computers, servers, and the contents on such devices. The true  
 25 value of what Asiacom Americas acquired will be established at trial; however, that amount is  
 26 approximately \$3,000,000—the value of Camiwell U.S.'s labor and services actually amounted to  
 27 \$2,460,000 (based on \$8,200 per month per engineer that itself, which, at a minimum, can be  
 28 measured by what Asiacom China was paying offered to pay for it in 2018 (\$450,000), plus the value of

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1 50 Camiwell U.S. engineers working for six months of reasonable time necessary (how long it took  
 2 Asiacom Americas to ramp things up) at \$8,200 per month, which is the rate that Asiacom China  
 3 formerly paid Camiwell U.S. Thus, Asiacom Americas received approximately \$2.95 million in  
 4 services and assets that were intended to provide the same IT services) be used for the benefit of  
 5 Camiwell U.S.

6 ~~78. Thus, Asiacom U.S.China and Asiacom ChinaAmericas were enriched in the amount of~~  
 7 ~~\$2,122,719 (\$2,160,000 minus \$37,281.29)~~

8 ~~79.78. Asiacom China and Asiacom U.S. were unjustly enriched by engaging in self dealing with its~~  
 9 own employee and manager Yuan and their own subsidiary and/or sister company Camiwell Canada,  
 10 by not having to pay fair market rate fees for the IT services rendered by Camiwell U.S. ~~Means~~ they  
 11 would have had to in a normal arm's-length transactions.

#### **SIXTHCAUSE OF ACTION**

##### **Unjust Enrichment Based on Fraud**

14 *(Diversion of Camiwell U.S.'s Business*

15 *Derivatively by Camiwell U.S. against Camiwell Canada)*

16 ~~80.79. Plaintiff restates and incorporates by this reference each of the allegations contained in the~~  
 17 proceeding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

18 ~~80. By engaging in the conduct as alleged herein, Defendant Camiwell Canada received the benefit~~  
 19 of RMB 6.5845 million and RMB 3.6031 million in 2018 and 2019 when it diverted Asiacom China's  
 20 business from Camiwell U.S. to Camiwell Canada while outsourcing to Camiwell U.S. to provide the  
 21 same IT services for no consideration. As an example, on or about August and September 2018, Berlin  
 22 Yuan as CEO of Camiwell Canada intentionally misrepresented that Camiwell U.S. would get paid for  
 23 services rendered to Asiacom China. Camiwell Canada's representation was false Camiwell U.S. was  
 24 never paid for such services. Invoices show that Camiwell Canada billed Asiacom China  
 25 approximately \$350,000 in August 2018 and \$326,000 in September 2018 to which Asiacom China  
 26 paid. These invoices were not discovered until Summer 2023 during discovery in the state case.  
 27 Camiwell Canada knew the representations were false as it never had a desire to pay Camiwell U.S.  
 28 and still has not paid Camiwell U.S. for services rendered to Beijing Asiacom. Camiwell Canada had

**[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT**

1 the desire to continue having Camiwell U.S. provide services to Asiacom China. Camiwell Canada  
2 concealed the fact that it received \$350,000 for August 2018 and \$326,000 for September 2018 from  
3 Beijing Asiacom.

4 81. At the same time, Camiwell Canada was able to minimize its own expenses by maintaining a  
5 barebones operation with only two employees.

6 82. Camiwell Canada was further unjustly enriched when it received the IT services provided by  
7 Camiwell U.S. without paying Camiwell U.S.

8 83. Thus, Defendants Camiwell Canada, Asiacom China, and Asiacom U.S. unjustly enriched  
9 themselvesitself at the expense of Camiwell U.S., obtaining benefits wrongfully that they unjustifiably  
10 have not returned.

11 84. As a direct and proximate result of Defendants' conduct, Camiwell U.S. has been damaged in  
12 an amount to be proven at trial, but not less than \$1,000,000.

13 ////

14 ////

15 ////

16 ////

#### 17 SEVENTH CAUSE OF ACTION

##### 18 Common Count: Money Had and Received

19 (Corporate Raid on Camiwell U.S.

20 Derivatively by Camiwell U.S. against Asiacom China, and Asiacom U.S./Americas)

21 85. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
22 proceeding paragraphs 1-4952 as if fully set forth herein.

23 86. By engaging in the conduct as alleged herein, Asiacom U.S./Americas received the benefit of \$0  
24 of the engineers and Camiwell U.S.'s assets, labor and services, and almost 50 of its engineers, for  
25 \$37,281.29 when Asiacom China and Yuan raided Camiwell U.S.'s assets and hired away 50 engineers  
26 to Asiacom U.S. which provided the services to Asiacom China. These assets included programs,  
27 files, customer information, technology, data, computers, servers, and the contents on such devices.

28 The amount should have been \$2,460,000 (\$0-The true value of what Asiacom Americas acquired will

|PROPOSED| VERIFIED| SECOND AMENDED DERIVATIVE COMPLAINT

1 be established at trial; however, that amount is approximately \$3,000,000—the value of Camiwell U.S.  
 2 itself, which, at a minimum, can be measured by what Asiacom China offered to pay for it in 2018  
 3 (\$450,000), plus the value of 50 Camiwell U.S. engineers working for six months (how long it took  
 4 Asiacom Americas to ramp up) at \$8,200 per month, which is the rate that Asiacom China used to  
 5 pay formerly paid Camiwell U.S. took six months to ramp up the services). Thus, Asiacom  
 6 U.S. Americas received approximately \$2,422,719.95 million in services and assets that were  
 7 intended to be used for the benefit of Camiwell U.S.

87. The amount No part of the \$2,422,719.95 million was not used for the benefit of Camiwell U.S.

88. Asiacom U.S. No part of the \$2.95 million has not given \$2,422,719 been paid to Camiwell U.S.  
 10 by Asiacom Americas.

#### EIGHTH SEVENTH CAUSE OF ACTION

##### Common Count: Money Had and Received

13 (Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell  
 14 Canada, Asiacom China and Asiacom Americas

15 89. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 16 proceeding paragraphs 1-~~4052~~ as if fully set forth herein.

17 90. By engaging in the conduct as herein, Defendant Camiwell Canada received money that was  
 18 intended to be used for the benefit of Plaintiff based on the fraudulent intentional misrepresentations to  
 19 Plaintiff. Camiwell Canada received money in the amount of approximately RMB 6.5845 million and  
 20 RMB 3.6031 million in 2018 and 2019, respectively, from Asiacom China that was intended should  
 21 have been paid to be used for the benefit of Camiwell U.S.as it, which provided the IT services to  
 22 Asiacom China.

23 91. The money that Camiwell Canada received from Asiacom China was not used for the benefit of  
 24 Camiwell U.S. as Camiwell Canada kept the money.

25 92. Camiwell Canada has not paid or given the money to Camiwell U.S. for its IT services in which  
 26 the money Camiwell Canada has received from Asiacom China for the IT services provided to  
 27 Asiacom China by Camiwell U.S.

1                   **NINTEIGHTH CAUSE OF ACTION**

2                   **Preliminary Injunction**

3                   *(Derivatively by Camiwell U.S. against Bank of America, Yuan, and Lin)*

4       93. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
5 proceeding paragraphs 1-~~4952~~ as if fully set forth herein.

6       94. After Defendants Yuan and Lin withdrew funds deposited in the business account at Bank of  
7 America (account no. 3251 1222 0628), there is still \$77,544.29 remaining in that account and another  
8 \$134,296.28 remaining in a separate account (account no. 3251 0849 4390).

9       95. Camiwell U.S. through this second amended derivative complaint petitions the Court to issue a  
10 preliminary injunction to prohibit Yuan and Lin from further withdrawing any funds from said  
11 accounts, and to prohibit Defendant Bank of America from allowing any further withdrawal from said  
12 accounts.

13      96. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from dissolving  
14 Camiwell U.S. and from diminishing its assets

15      97. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from usurping  
16 corporate opportunities of Camiwell U.S.

17                   **TENTH CAUSE OF ACTION**

18                   **Declaratory Relief**

19                   *(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

20       98. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
21 proceeding paragraphs 1-~~4952~~ as if fully set forth herein.

22       99. A dispute presently exists between the parties as to who is entitled to the funds in the above-  
23 referenced B of A accounts.

24      100. A judicial determination is therefore necessary to establish rightful ownership of the funds.

25                   **ELEVENTH CAUSE OF ACTION**

26                   **Breach of Implied Covenant of Good Faith and Fair Dealing**

27                   *(Derivatively by Camiwell U.S. against Asiacom China)*

28                   [PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

1 101. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
2 proceeding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

3 102. In every contract or agreement, there is an implied promise of good faith and fair dealing. This  
4 implied promise means that each party will not do anything to unfairly interfere with the rights of any  
5 other party to receive benefits of the contract.

6 103. Camiwell U.S. and Asiacom China entered into various service contracts for Camiwell U.S. to  
7 provide IT services to Asiacom China.

8 104. Camiwell U.S. did all of the significant things that the contract required it to do including  
9 providing IT services to Asiacom China.

10 ~~105. Asiacom China conduct of carrying out a secret corporate raid plan and hired away Camiwell~~  
11 ~~U.S.'s CEO Benlin Yuan to be charge of business in the U.S. and Canada which Yuan brought in his~~  
12 ~~own brother Ben Tao Yuan as CEO of Asiacom U.S. Asiacom China, Asiacom U.S. Yuan and his brother~~  
13 ~~conjured up a secret plan to raid Camiwell U.S. employees and assets for a nominal consideration of~~  
14 ~~\$37,281.49.~~

15 ~~105. That by doing so, Asiacom China did not act fairly and in good faith, and by engaging in the~~  
16 ~~conduct alleged herein, Asiacom China breached the implied covenant by preventing Camiwell U.S.~~  
17 ~~from receiving the benefits due it under the service contracts.~~

18 106. As a direct and proximate result of Asiacom China's breach, Camiwell U.S. was harmed by  
19 Asiacom China's conduct, in an amount to be proven at trial.

#### 20 PRAYER FOR RELIEF

21 Now, therefore, Plaintiff, individually and derivatively on behalf of Camiwell U.S., prays for  
22 relief and judgment as follows:

- 23 1. For injunctive relief preventing Defendants, their successors and affiliates, and  
24 all persons acting on their behalf from further unlawfully:  
25 a. further diminishing Camiwell U.S. and its assets;  
26 b. transferring Camiwell U.S. assets to their own interests;  
27 c. taking corporate opportunities of Camiwell U.S.

- 1       2. For compensatory damages in an amount to be proven at trial, ~~but not less than~~
- 2       \$1,000,000
- 3       3. For punitive damages according to proof.
- 4       4. For reasonable attorneys fees and costs to the extent permissible under
- 5       applicable law.
- 6       5. For such other and further relief as the Court may deem just and proper.

7  
8 Dated: June 26~~July 25~~, 2024

SAC Attorneys LLP

9  
10 By: Brian A. Barnhorst  
11           James Cai, Esq.  
12           Brian A. Barnhorst, Esq.  
13           Dennis Chin, Esq.  
14           Attorneys for Plaintiff and Counter-Defendant  
15           Jinju Zhang

## VERIFICATION

I, JINJU ZHANG, have reviewed the VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT and know its contents. I certify that the verified second amended complaint is true of my knowledge, except as to the matters which are therein stated to be on information or belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of California that the foregoing is true and correct.

Executed on July 25, 2024, in Conroe, Texas

JINJU ZHANG

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[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT